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The Logistics and Finances of Touring in North America, 1900-1916

by

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B.A., University of Victoria, 1992
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A Dissertation Submitted in Partial Fulfillment of the
Requirements for the Degree of

DOCTOR OF PHILOSOPHY

in the Department of Theatre

We accept this dissertation as conforming
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Abstract

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In the month of December, 1904, 420 theatre companies were "on the road" in North America. This volume of touring was made possible only by the centralisation of the commercial theatre business, a feat of organisation accomplished by three partnerships that came to be collectively known as the Syndicate: Marc Klaw and Abraham Erlanger; Charles Frohman and Al Hayman; and Sam Nixon-Nirdlinger and Fred Zimmerman. These men, later in competition with the three Shubert brothers, Lee, Sam S., and J. J., brought a "big business" approach to management into the theatre and employed it to reap considerable profits. My dissertation explores the business organisation of these firms throughout the period 1900-1916.

The first two chapters of my dissertation provide a general context and information on theatrical conditions up to the foundation of the Syndicate with special emphasis on tours of North America. In the second chapter, I pay special attention to the makeup of the combination companies that ruled the road during 1900-16. My third chapter investigates the organization of the Shubert main office. Included in this chapter are examinations of the various contracts the corporations used to form and control their empires. My fourth chapter examines the road companies. Topics I cover in this chapter include company operations, route changes, employment of backstage staff and company discipline. My final chapter analyses business practices in road theatres with special emphasis on their communications with the Shuberts or Syndicate. Since there were literally hundreds of road theatres to choose from, I selected circuits that conducted operations in Canada as the basis for the chapter (circuits operated by Ambrose J. Small and Corliss P. Walker). I conclude my dissertation with a discussion of the road in the late 1990s because many of the conditions of touring today are reflective of touring in the early 1890s. The road at the end of the twentieth century is making a

comeback in strikingly familiar ways.

Information for my dissertation comes primarily from documents in the Shubert Archives. Many of the records there have never been analysed by academics and they provided a fertile field for my investigation. Contemporary periodicals, especially *The New York Dramatic Mirror* and *Variety*, also provide a great deal of information on the period. Other sources consulted were the myriad biographies and autobiographies performers and managers published during the era or shortly thereafter.

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Note

1. Shubert Archives Collections

The documents held by the Shubert Archives primarily cover business operations after 1906. While the archives hold some information on operations prior to 1906, the volume of information is much less than is found on later dates. The majority of the early information is contained in a series of letter copy books, while the later dates are covered by volumes of letters, contracts and other materials.

2. Chapter Titles

Chapter titles are composed of words found in the *Variety* "Slanguage" dictionary. Throughout its history, *Variety* magazine has used its own distinctive vocabulary with many words that could only be understood by workers in the entertainment industry. I have taken parts of this vocabulary and used them in my chapter titles. The words I used are defined as follows:

Aud: audience.

Beantown: Boston.

Beertown: Milwaukee.

Boffo: good or excellent.

Ducats: tickets.

Gotham: New York City.

Legit: legitimate theatre or theatre in general.

Nuts: the weekly expenses of a production.

Socko: also good or excellent.

Sticks: areas outside the cities, rural areas.

Introduction

In the first week of December, 1904, 420 theatre companies were “on the road” in North America.¹ This figure does not include resident companies in the theatres of New York, Chicago, San Francisco and other large cities. It also does not include the numerous so-called “variety” acts that also toured the legitimate theatres of small towns.² The immense scale of commercial theatrical activity in the early part of the twentieth century must rival or exceed the scope of theatrical endeavour in any other era. Ultimately, the producers of this theatre were capitalists for whom the key measure of success was monetary gain. In this, they were like other financiers and businessmen of the era. However, their business practices had to be tempered by the particular nature of their product, theatre. These producers were marketing performers and entertainment, a radically different product from steel or railroad service. Steel and transportation were essential products for the population of North America; however, theatre was only one amusement choice among many. Vaudeville, burlesque, circus, outdoor pursuits and moving pictures were all competing for people’s disposable income and leisure hours. Therefore, theatre had to pay more attention to consumer expectations and adopt a different business organization than the producers of the staple products of the North American economy. The main focus of my investigation is on how theatre producers ran their organizations at the turn of the century. My examination of the logistical and financial aspects of the theatre takes place on multiple levels: the producers and producing organizations; the performing company on the road; and finally, the theatre buildings and organizations in the remote corners of the continent. My investigation encompasses a wide variety

of subjects ranging from the daily management of companies on the road to the choice and optioning of plays and stars.

My reasons for investigating this subject are twofold. First is the popularity and resulting proliferation of theatre at the turn of the century. While the volume of theatrical activity was great, the amount of theatre scholarship on the period is meagre. Among works published on the era there is a lack of financial information, a deficiency caused by a general neglect of the commercial theatre of the time by scholars because of its profit-motivated character. Secondly, touring theatre seemed to be making something of a comeback in the final decade of the twentieth century, and by understanding both its success at the beginning of the century and its rapid decline thereafter, we may perhaps obtain a better understanding of why it has arisen again.

There is a good deal of descriptive information available on the era. Many of the prominent performers and managers left informative and interesting autobiographies. Although all "facts" presented in these works must be treated with a healthy skepticism, they nonetheless present a good indication of the attitudes of performers and managers at the turn of the century.

From 1896 until the second decade of the twentieth century, touring theatre flourished in North America. In fact, 1896 marks the formation of the first large theatrical business association – or in the argot of the time, "trust" – known as the Syndicate. The founding of this organization marks the beginning of "big business" theatre. With the control of hundreds of touring companies and theatres falling under

the direction of one organization, a true economy of scale was achieved by these producers, allowing them to increase profits to a level heretofore unknown in the history of theatre.

The ending date of my study is 1916. While this year does not mark the definitive end of activity on the road, for touring continues to the present day, it does provide a convenient stopping point for this study. By 1916, the number of companies on the road had fallen off greatly from the peak in 1900-1903 and the Shuberts had replaced the Syndicate as the dominant booking power on the road in North America. Perhaps of more importance, the Syndicate, which had ushered in the era of "big business" theatre, was finally dissolved:

Thus ended the Syndicate. Organized in 1896 by six astute business men, it was a dominant force in the history of the American theatre for twenty years. For nearly fourteen of those years it enjoyed a virtual monopoly in the theatre. Having successfully maintained its monopoly in the face of several revolts against it, it finally lost its complete control of the theatre in America in 1910, as a result of the Shuberts' intensive campaign. From that time to the time of its dissolution, the Syndicate was held in check by a faction which had as much power as it had. Through the retirement of Hayman, the dissolution of the Nixon-Zimmerman partnership, and the death of Frohman, the Syndicate was managed entirely by Klaw and Erlanger, its only remaining members, in the last year of its existence.

In the twenty years since its inception, theatrical conditions in the United States had developed to the point where there was no further possibility of a monopoly. The end of the Syndicate, like its origin and growth, was simply another logical step in the development of the American theatre. Thus, when its fourth agreement expired on August 31, 1916, the Syndicate came to an end.³

The years 1896 to 1916 were a time of great producers, star actors and legions of now nameless men and women who provided entertainment for the ever

expanding masses of North America. Entertainers travelled thousands of miles over the Canadian and American railroad networks. In fact, without the interconnection provided by the railways between most communities in North America, touring on such an immense scale would never have been possible. Railways perhaps made the most visible contribution to the proliferation of theatre at the turn of the century. But there were many other forces that helped shape the expansion of theatre at this time.

For the first time, the urban population of the United States outnumbered its rural population. While Canada by contrast remained largely rural in 1900, the ratio of urban to rural population was fast approaching parity. The increased urbanisation in both countries led to a set of particular circumstances that helped to foster the rise of “the road.”

In general, city populations in Canada and the United States had more leisure time on their hands after the turn of the century and were spending it in markedly different ways from their parents and grandparents. Instead of passing their leisure time relaxing at home, middle-class people, as well as the traditionally leisured upper classes, were more likely to participate in the growing nightlife of the city. In this era we see the rise of the “Lobster Palace,” a restaurant for pre-theatre suppers and after-theatre midnight dinners, and the cabaret, which provided a place for both respectable men and women to mingle, see, be seen and listen to the new “Jass,” later Jazz, and Ragtime music. These types of institutions had always existed for the upper classes, led by Delmonico's in New York from 1848⁴, but their numbers grew exponentially at the turn of the century in all big cities.

In addition to that growing nightlife, a host of other amusement options became popular: nickelodeons, the great amusement parks such as the three on Coney Island outside New York, vaudeville and burlesque theatres, and mass spectator sports such as professional baseball, boxing and college football. In essence, the population was looking for escapist pursuits, which might be best reflected in the fourth line of the chorus of a popular song of the time, still sung today:

Take me out to the ball game
Take me out with the crowd,
Buy me some peanuts and Cracker Jacks
I don't care if I never never get back.
Let me root, root root for the home team
If they don't win it's a shame;
For it's one, two, three strikes you're out
At the old ball game.

This is Jack Norworth and Harry Von Tilzer's "Take Me Out to the Ballgame" (1908), still sung at every ballpark in North America. Katie Casey, the protagonist of the song, does not "care if" she "never never" gets "back" to the everyday world of toil, preferring to stay in the fantastic world of the Saturday ballpark. The need for escapism, as exemplified in this song, certainly contributed to the rise of touring theatre. For while not every community was big enough to have a professional baseball team, prior to 1916, even communities as small as five thousand could have a "Grand Opera House."⁵

In order to help serve this need for urban recreation, the "Theatrical Syndicate" was born. The Syndicate was a combination of three producing partnerships based mainly in New York. At its height, the Syndicate controlled one

hundred theatres and booked approximately five hundred more.⁶ Syndicate members pledged to play their attractions only in Syndicate-controlled theatres in any given city. Their business techniques may be best characterised as questionable. With their stranglehold on touring companies originating in New York – and most shows did originate there throughout the period 1900-1916 – Syndicate members were able to force non-Syndicate theatres to accept their attractions with very generous portions of the profits flowing to Syndicate coffers. I will discuss the Syndicate in detail in Chapter Two.

The first two chapters of this work are concerned with the social and historical context surrounding the economics of the theatre at the turn of the twentieth century. The first chapter deals with events outside the theatre in both the United States and Canada. However, most attention is given to the United States as most theatre companies originated in New York City. Since theatre was a predominately urban pastime, only cities and towns are considered, with little attention paid to rural affairs. The pursuit of leisure in the period 1900-1916 receives special attention due to its growth into a large industry.

Theatre companies were able to tour on an international scale because of the proliferation of key technologies in the era. A key requirement for continent-wide touring was the increasing complexity of the railroad network in North America. Of course, at the turn of the century, railroads were by no means a new invention. However, the use made of them by theatrical producers in turning theatre into an industry, rather than a pastime, was an innovation.

Chapter Two outlines the general development of theatre in the era. Predominant in this chapter is the rise of the Syndicate and Shuberts as large international theatrical concerns. Included with the story of the two great firms is a discussion of the “combination” touring companies originating in the theatrical centres of North America: San Francisco, Chicago and especially New York. The conclusion of Chapter Two contains a discussion of the causes of the decline of the road, well underway by 1916.

The last three chapters are the heart of the dissertation. These chapters consider the logistics and finances of the road at three levels: the producing organizations, the road companies, and the theatres on the road, or “road houses.” The discussion at all three levels includes an examination of personnel, fixed and variable expenses, route booking, communication, and the acquisition of talent and properties, both plays and theatres.

Throughout this dissertation I have taken two separate approaches. The first two chapters are written in a survey format. The information comes from contemporary periodicals and primary documents as well as select modern secondary sources. Information on the period is abundant and easily accessible; however, it needs tailoring to fit the theatrical world. Chapters Three, Four and Five are concerned with the interpretation of raw financial data and primary sources. This material comes from contracts, account books, booking lists and journals as well as trade periodicals such as the *New York Dramatic Mirror* and *Variety*. I concentrate on the differential between profits and expenses and the percentage of income spent

on maintaining a given production. These chapters also include a comprehensive study of how labour was hired, employed and paid during the period. While Chapter Three and Four examine home office and road company operations continent wide, Chapter Five examines theatres on the road by focussing on theatrical touring in Canada during the era. And finally, I conclude with a brief comparative analysis of the resurgence of touring activity at the end of the twentieth century.

Chapter 1

The Aud Who Bought the Ducats:

The North American Context

Our national adolescence is passed and gone. We are entering manhood and we must recognize and face its responsibilities, or pay the penalty. A prudent man takes his bearings carefully. So should a prudent people – entering, as we are now, over a threshold of a new era that is to liberate moral forces of a power and insistence hitherto unknown though not unsuspected; a century that is destined to bring forth the unique outbursts, explosions, catastrophes and the cataclysms of new birth.

He who has lived, alive, during the past fifty years, has viewed an extraordinary drama.¹

- Louis Sullivan. *Kindergarten Chats* (1924)

Life in America began on the farm and was continued in the small city or town. In the eighties and nineties of the last century the fathers and mothers of most families had been born in the country, but we, who are the oldest generation now, prevailingly owe our provenance to the town. It is the small town, the small city, that is our heredity; we have made twentieth-century America from it....

Historians will blend the discordant mixture of urban, suburban, and rural, which was the background of the nineteen-hundreds, into an intelligible, if somewhat generalized, explanation of why we are what we are today.²

- Henry Seidel Canby. *American Memoir* (1947)

Canada, in the twenty-five years between the election of Sir Wilfred Laurier and the resignation of Sir Robert Borden, was a country being transformed.³

- Ramsey Cook and Robert Craig Brown. *Canada: 1896-1921* (1974)

Change pervades almost every aspect of the era stretching from the 1890s until the First World War. North American society underwent an amazing transformation in size, mores and demographics. Natural growth and immigration expanded the populations of Canada and the United States and both countries experienced the process of urbanization. To service the new cities, specialised classes and occupations emerged in the rising suburbs and urban quarters. Change has been a constant in the twentieth century, but in the late 1890s and early 1900s many of the powers that shape our present-day society were born. People living at the turn of the century did not enjoy all the technological advances that we do today, but many revolutionary innovations such as electricity, telephones and moving pictures were already being employed. The North American people, many of whom had more free time than their grandparents or parents, desired leisure-time activities. In order to serve this desire, and employing modern technology, the theatre expanded.⁴

1.1 The United States and Britain

In theatre circles, the public's high opinion of Great Britain was very important. During the period 1900-1916, many great British stars such as Sir Henry Irving, Sir John Martin-Harvey, Mrs. Patrick Campbell and Sir Charles Hawtrey toured North America. To the citizens of both countries, an alliance between the United States and Great Britain promised to assure world peace, but even aside from matters of national concern, feelings were better than cordial. An editorial in the *New York Times* on July 30th, 1906 suggested that "... the two peoples have come to

know each other more accurately and more fully, have formed numerous mutual relations and interests, and have learned to like each other. They criticize each other after the pleasant fashion of friends, but all the time they have a hearty feeling of friendship.”⁵ Herbert Beerbohm-Tree wrote in a letter to the *New York Times* (July 30, 1906),

I feel sure that the best feelings exist among English people toward the Americans. Of course I suppose that trade rivalry and its consequent jealousies occasionally assert themselves -- for among nations more even than among individuals self-interest is paramount -- but I have reason to know how kindly and hospitably we are received on the other [American] side. and I think that our American cousins are accorded a no less friendly reception here.⁶

This is a far cry from the anti-British sentiment that greeted William Charles Macready at the Astor Place Riot in 1849. The environment existed for travelling British stars to make money in the States, and many of them took advantage of this fact.⁷

1.2 The United States and Canada

Canadian relations with the United States continued in a businesslike way. Theatre companies travelled across the United States-Canada border with ease, integrating Canadian cities into their largely American routes. Even with protective tariff barriers between the two countries, a large amount of trade crossed the border. An editorial in the *New York Times* on January 2, 1910, noted that almost \$225 million in products crossed the United States-Canadian border in 1909.⁸ In addition, throughout the period 1900-1914 approximately 214,000 people immigrated from the United States to Canada.⁹ William R. Stewart in *Cosmopolitan* magazine, under the

title "The Americanization of the Canadian Northwest," wrote:

When the Hon. Clifford Sifton, Canadian Minister of the Interior, told a number of delegates from the London Chamber of Commerce, at a banquet given to them recently in Montreal, that "Americans now own the Canadian Northwest," he made a statement which was a recognition, by a presumably "adverse" witness, of one of the most remarkable movements of population which this continent has seen since its settlement.

Five years ago the number of dwellers in the Northwest of Canada who had crossed the border from the United States was insignificant. Today, outside of the city of Winnipeg and such of the older towns as Calgary, Regina, Brandon and Rat Portage, in places they outnumber the native Canadians two to one. In a few years so preponderant will this population have become that dispassionate observers see in the present exodus that which is likely to bring about the future union of the two countries.¹⁰

While many Americans were pouring into the "last, best West" of the Canadian Prairies, immigration and natural growth were swelling the populations of both Canada and United States. In this area the figures can stand for themselves. The population of Canada increased from 5,371,315 in 1901 to 7,206,643 in 1911 of which 1,751,246 were immigrants.¹¹ The population of the United States increased from 62,622,250 in the 1890s to 91,972,266 in 1910.¹² Between the years 1906 and 1915, immigrants arrived in the United States at the rate of about one million per year.¹³ The total population of North America went from less than seventy million to over one hundred million by 1912, an increase of almost fifty percent. Most of these new North Americans, as well as more established elements of the population, were moving to the cities of the continent rather than the country.

Canada remained mostly rural longer than the United States, but eventually urban centres predominated. By 1920, urban population outnumbered rural

population in both countries. Key cities in the United States experienced huge growth in this period (see Table 1). In Canada, twenty percent of the population was urban in 1867, thirty-five percent in 1900 and fifty percent in 1920.¹⁴ One result of increased urbanization was a rise in potential audiences for the theatre.

1.3 Classes in North America, Unemployment and Depression

The new urban centres and styles of living gave greater influence to the “white collar” worker. The white-collar class was composed of approximately 2.16 million in the 1890s and grew to about 4.42 million in 1910.

Banking, insurance, advertising, publishing, administration, accounting, education, retailing, entertainment, fashion and government expanded more quickly than manufacturing.¹⁵

These workers were relatively affluent and quite influential in the era’s politics and recreational activities. While the white-collar and manufacturing sectors were growing, the agricultural sector was shrinking. Where once farmers dominated the workforce, accounting for forty-seven percent of the workers in 1870, they only accounted for about thirty-five percent of workers in 1900 and twenty-seven percent in 1920.¹⁶ Meanwhile the workforce grew by about 139 percent from 1880 to 1920.¹⁷ A result of the percentage of farmers, traditionally non-theatre-goers, decreasing and urban classes increasing was an expansion of participants in leisure time activities, including theatre.

Under the laissez-faire system, however, employment was rarely guaranteed. There was chronic unemployment due to multiple periods of depression. The depression from 1893-7 began our period; in the middle of the period, 1907-8, there

was another depression; and the period closed with a depression in the two years preceding the outbreak of war in Europe. Despite these times of depression, the relative affluence of society increased overall from 1900 to 1916. However, these depressions did have some influence on the health of the theatre. The 1893-7 depression corresponds to the combining of assets to make the Syndicate, a consolidation that made the three component partnerships more secure in a time of financial crisis. Activity on the road drops off considerably during the second depression and even more so during the third.

1.4 Railroad Suburbs

In the latter half of the nineteenth century, railroad suburbs grew outside cities. With the considerable cost of suburban railroad fares and housing, however, only middle- and upper-class citizens could live in them. The huge growth, starting in the 1890s, of suburban population was fuelled by the construction of more economical electric trolley lines. In 1890, forty-one cities in the United States had trolley lines, but five years later over 850 lines were in operation.¹⁸ It was now possible for people of any class to own a home in the suburbs, where the conditions were much more livable than in the inner-city slums. Now communities tended to arise centred around ethnic or class lines, i.e. Italian or working-class neighbourhoods. The population in the suburbs also divided, one part journeying to the city and the other part remaining to service the suburban population. Newly constructed trolley lines helped expand the theatre audience by allowing people from out of the theatre's immediate local area to journey to the theatre and back home

within a reasonable length of time. Trolleys were not the only reason the suburbs grew; the growing affordability of housing and the increasing prosperity of society after the depression of the mid-1890s contributed to their growth. The rise of Building and Loans associations and the ease with which people were able to obtain mortgages helped them acquire their own part of the “American dream”— their own hearth and home.

1.5 New Inventions

Other new technologies, such as electricity and the telephone, also had a great effect on theatre and society in general. Ultimately, the growth of key technologies led to a decrease in the time required for daily tasks. While less time was needed for daily tasks, the work day also grew shorter, ending at five or six o'clock in the afternoon. The evening hours could now be dedicated to relaxation and leisure time activities such as theatre. The rate of communication increased through the growing use of the telegraph and telephone. This became a key to the business of controlling theatre companies on the road. The faster rate of communication allowed closer control of touring groups and instantaneous changes to tour bookings in reaction to changing events on the road. It also allowed closer financial scrutiny to be applied to the affairs of the companies and changes to be applied to any facet of company organization to maximize profit-making potential. The producers could also control other members of their organization, such as advance men or bill posters, from a central authority.

While new communication networks were speeding up the dissemination of

information, other innovations led to a decrease in time and effort that had to be devoted to traditional tasks such as cooking.

Specifically, two new types of time-saving inventions entered the kitchen: electric devices and prepackaged or condensed food. In the 1890s, major national brands of food, such as Jell-O, became popular. Because of prepackaged stews, meats and pastas, dinner with these items became as simple as opening the package and heating the contents. Campbell's soup required only the simplest preparation, but, as still advertised today, it could be "a meal in itself."¹⁹ National food brands were widely available and inexpensive enough to be employed by all classes. They led to new eating habits and, in some cases, an improvement in the quality of nutrition amongst the lower classes.

From approximately 1900, electric devices also helped to reduce the time necessary to prepare meals. Cooking was assisted by items such as toasters, chafing dishes, hot plates, coffee pots and inversion heaters. The electrical revolution also stretched into personal grooming with curling irons and electric shaving mugs. Shaving technology was also advanced by the invention of King Gillette's Safety Razor. These time-saving devices allowed people to spend less time on traditional tasks and more time pursuing leisure time entertainments.

The field of personal cosmetics also underwent a revolution. Formerly, cosmetics were only used in North America by prostitutes and stage actors.²⁰ In the 1890s, respectable women in the United States began to use more make-up, leading to a boom in the cosmetics industry. Changing values in feminine grooming also led

to the establishment, by 1910, of the modern beauty parlour.²¹ The newfound respectability of cosmetics helped strip away another layer of the contempt that surrounded the theatrical profession.

Electrical lighting affected the perceived length of the day and the perception of time in general. Electrical light was more brilliant than either gas or kerosene, and work after sundown was made easier as a result. Whereas time used to be dominated by natural forces such as the rising and setting of the sun and the change of the seasons, now the pocket watch or factory clock set the pace. The final stage in the alteration of natural time was the institution of Standard Railway Time on November 18, 1883.²²

Standard time divided the continent into five zones where time would be constant across the zone, replacing a multitude of local times. Time was now defined by regular train service and the conductor's watch instead of the sun. The new day, subdivided by hours, minutes and seconds, led to an emphasis on "punctuality, order and regularity."²³

1.6 Railroads

Standard Time was well established in the period 1900 to 1916. Its acceptance by the populace of North America was made easy because railways dominated life on the continent. They caused North America to become more cosmopolitan and mobile. While the railroads expanded urban theatrical audiences by allowing people to arrive and depart from the theatre in a timely manner, they also allowed smaller towns to support a theatre because rural audiences members.

traditionally non-theatre-goers because of the distances they needed to travel, were able easily to make the journey to attend. While potential audiences were better serviced by the new rail lines, even more important to the theatre was the ease with which theatre companies were able to travel long distances around the country. The “Golden Age of American Railroading” stretched from 1866 to 1916. It was marked by the construction of huge terminals in all the great cities, fast and efficient service, a depot in every small town and increasing rail mileage (to its peak in 1916 at 254,000 miles).²⁴ The “Golden Age” of railroading made possible the “Golden Age” of touring theatre that took place from the 1890s to the 1910s.

The increase in railroad mileage meant that touring companies gained access to a huge market comprised of every fair-sized town on the continent. The frequency and reliability of train service made the economical movement of large theatrical companies possible. Starting in the 1870s and increasing throughout the following decades, touring was conducted by large, all-inclusive companies known as “combinations.” They carried full acting companies as well as sets, props and costumes for an entire production. A discussion of the combination company will be conducted in Chapter Two. Prior to the rise of combinations, local stock companies dominated the theatrical life of the cities and towns. While these companies may have conducted limited tours in the territory immediately surrounding their city, they did not venture far from their home base. They also provided a talent base for the single theatrical touring star who would arrive in town in horse and coach, or later on the train, and play a few nights before venturing to the next town.

Prior to 1869, however, touring the West was very difficult for full companies based in the East. Transcontinental lines had been thought of as early as the 1850s, but until the joining of the Union Pacific and Central Pacific Railways in 1869 at Promontory, they were not a reality. Within twenty-five years of the completion of the first transcontinental line, five others had been completed. The Southwest was further serviced by the Atchison, Topeka and the Santa Fe Railway in 1881 and the Southern Pacific Railway in 1882. The Northwest was connected to the East with the completion of the Northern Pacific Railway in 1883 and the Great Northern Railway in 1893. Canada was finally bound from shore to shore in 1886 with the completion of the Canadian Pacific Railway at Vancouver. Canada also gained a second transcontinental with the completion of the Canadian Northern Railway's western line in 1915. With these links in place, the entire continent from north to south and east to west could be supplied with theatrical companies originating from the very active theatrical "factories" of New York and Chicago:

New York is without doubt the theatrical metropolis of America. It is the producing centre, the booking centre, the "booming" centre. Theatrical news all emanates from New York. New York criticism strikes the key-note for the rest of the country.²⁵

However, there was also a downside to the increased movement of people and theatrical companies by the railroads. Wrecks were an all-too-common experience in the unregulated and unsafe environment of early rail travel. Approximately 10,000 people per year were killed in rail accidents with an additional 80,000 seriously injured.²⁶ The pages of the *New York Dramatic Mirror* were rife with accounts of

performers caught in rail accidents. For example, on March 23, 1901, the *Dramatic Mirror*, under the title "Actors Injured in Train Wrecks," reported that seven members of the Rose Stillman Company were injured in a train wreck caused by a broken rail. As well, between Missoula, Montana and Spokane, Washington, the special car of an *Uncle Tom's Cabin* company caught fire in a collision and "[t]hree musicians, members of the company, were burned to death."²⁷ The *Dramatic Mirror* on September 22, 1900 reported the grisly death of nine women performers in a train crash involving the Duncan Clark Female Minstrel company at Mounds, Illinois.²⁸ Such accidents were not limited to human deaths, however. For on November 9, 1901, the *Dramatic Mirror* reported that two circus trains were wrecked. The first train, a special belonging to Buffalo Bill Cody's Wild West Show, collided with a freight train with the result that one hundred and ten ring horses were crushed. The second, belonging to the Forepaugh and Sells circus, saw four cars demolished and three men seriously hurt. Some elephants escaped in the crash and a performance had to be cancelled. For this reason, Forepaugh and Sells filed a damage suit against the railroad company for \$30,000.²⁹ While the result of this suit is not known, damages of \$600 for lost performance time was awarded to the Byrne Brothers of Decatur, Illinois, on October 9, 1897. Two years earlier, officials of the Illinois Central Railroad had refused to move a car containing the Byrnes' scenery and properties with the result that the company had to miss a performance in Bloomington, Illinois.³⁰

While catastrophes on the rails were still an all-too-common experience,

passenger travel throughout the period did become more comfortable and somewhat safer than formerly. Cars were better heated (using steam from the engine) and lit (by gas and later electricity) as well as better constructed (using only steel for structural elements instead of wood and building flexible vestibules between cars). As well, the introduction of Pullman sleepers, club and dining cars provided a more all-inclusive service on wheels for rail travellers. The trains themselves also became safer with the introduction of the Westinghouse air brake in 1869; block signals shortly after the Civil War; heavier steel track; new bridges; and better-constructed rolling stock. Throughout the period, locomotives grew stronger with increased tractive power and speed.

Railroad companies in North America must have felt that theatre traffic was worth pursuing because in 1899 Western passenger agents formed a theatre bureau to better regulate touring traffic. They also offered a reduced fare permit for \$10, which would result in a net rate of $1\frac{1}{4}\text{¢}$ to $2\frac{1}{4}\text{¢}$ per mile (at the time the standard fare was 2 to $2\frac{1}{2}\text{¢}$ per mile).³¹ As well, railroad companies openly courted theatrical traffic by placing advertisements in the *Dramatic Mirror* (See Figure 1).

The railroads sought out theatrical business when the numbers of companies on the road were quite high (before 1905). However, by 1908, fewer companies were travelling on the road and the railways felt compelled to increase their revenue by raising theatrical rates. The cost of transportation was so important to theatre managers that when the rates were increased, large-scale protests occurred. In 1908, 400 managers and theatre owners in the South banded together to protest against

rising passenger rates. In 1907, a trip from Atlanta to Birmingham for a sixty-three-person theatre company cost \$157.80; a year later this same trip cost \$261.45. The managers appealed directly to the Southern Passenger Association, but also launched an appeal to the Interstate Commerce Commission.³² In 1912, a number of theatrical managers launched a successful appeal to the Interstate Commerce Commission when railroads attempted to change the rates for carrying baggage. The proposed change would take the form of charging an extra ten pounds of weight per inch for trunks over forty five inches high. Trunks over seventy inches would no longer be carried. If the raise were implemented, "a large number of theatrical performers will have to go out of business, and the small companies will be unable to move among the one-night stands."³³ While baggage rates were frozen by the Interstate Commerce Commission for a year, the victory was only a temporary one, for the costs of touring continued to increase. While the railroads still wanted theatrical traffic, their main goal was to turn a profit. Marc Klaw, one of the main partners in the Syndicate, stated in 1912 that "[i]n certain territories the railway rates are so heavy as to preclude the remotest chance of [our] making a profit, and it is on the cards that these territories will be eliminated from the booking list in the near future."³⁴

For the great stars, baggage rates did not apply. The most prosperous had their own rail cars and specially-built Pullmans to tour in style and comfort. The all-star cast of a production of Richard Brinsley Sheridan's *The Rivals* in 1896 were housed in two special rail cars for their tour. The two cars, one named "Sheridan" and the other "The Rivals," had special staterooms and dining rooms for the business staff.

stars and understudies. Among the stars on this tour were Joseph Jefferson, Nat C. Goodwin, William H. and Mrs. Crane, Francis Wilson, Joseph and E. M. Holland, Mrs. John Drew, Julia Marlowe, Robert Taber and Fanny Rice. A baggage car was attached to the cars and the whole was run as the "Rivals Special."³⁵ The *Dramatic Mirror* also noted that Blanche Walsh had a private car for her 1903 tour of Tolstoi's *Resurrection* provided by her managers Wagenhals and Kemper.³⁶

More unusual was a proposal by a vaudeville manager to provide theatres on wheels for the transcontinental trains. Such an endeavour would not only provide entertainment for passengers, but help artists wishing to travel to the West Coast by eliminating the unprofitable "dead time" between stops.³⁷ Maude Adams wished for private rehearsals during her tours of the continent, so a Pullman with a complete stage was provided for her at a cost of between \$25,000 and \$30,000.³⁸ The car contained living quarters for Adams and a fully-equipped theatre complete with border lights, footlights, calcium lights, spot lights and stage machinery. The stage was forty feet deep with full sets of grooves for sliding scenery. The author of the article does not mention how wide the car was, but since double-tracked sections and sidings were separated from main lines by a standard distance. the car could not be much wider than a typical rail car.

1.7 Advertising

Mass production in the cosmetic, food, electrical and other industries led to the creation of another modern institution that dominates life in the latter half of the twentieth century. advertising.

By 1900, advertisers were spending about \$500 million per year.³⁹ Advertising firms, using experimental psychology and other techniques, developed the science of selling people items they do not necessarily need or want. Advertisers employed handbills, circulars, posters and, most importantly, copy space in newspapers (circulation about 15 million by 1900 and growing) and national magazines (combined circulation approaching 5.5 million).⁴⁰ Theatrical producers employed advertising firms and their experimental techniques in newspaper ads and posters to draw audiences into the theatres. As well, theatrical stars reaped the benefits of the burgeoning advertising industry by participating in celebrity endorsements. In many newspapers and magazines, celebrities' pictures gave authoritative advice on which cold cream to use or corset to wear (see Figure 2). The rise of advertising as an important industry symbolized the new dogma that ruled American life: consumerism. As selling became an industry, purchasing became a passion. Society at the turn-of-the-century had changed from "bourgeois culture into consumer culture."⁴¹

1.8 Consuming

This period was "the time when middle-class households were experiencing new comforts and new sense of choice."⁴² Thomas Schlereth writes that consumerism between 1876 and 1915 grew because "[b]riefly put, more people (middle-class and working-class) had more money and more time to purchase more goods, mass produced more cheaply and advertised more widely."⁴³ The price index showed a slow, but steady growth throughout the period. If 1900 is taken as the first year (index

= 100), the index was 106 in 1905, 114 in 1910 and 121 in 1915.⁴⁴ There was a twenty-one percent increase in prices in fifteen years, yet I could find little evidence to show why the standard of living went up. Wages did not rise by appreciable levels, but perhaps with smaller families and lower prices on foodstuffs (a package of Uneeda Biscuits was still a nickel) families could afford more. Robert Chapin in his dissertation titled *The Standard of Living among Working Men's Families in New York City* (1909) found that "one of every three families went to the theatre, with those having higher incomes partaking of these activities [parks, visiting friends, theatre] to the greatest extent."⁴⁵ While the size of recreational expenditures depended on level of income, almost all families enjoyed some form of recreation.

1.9 Other Leisure-Time Pursuits

Middle-class life during the period was marked by many improvements:

more commodious homes, hot and cold running water, steam heat, more varied diet, ready-made clothing, a more nearly universal education, finer public buildings, theatres, amusement parks, Nickelodeons and resorts.⁴⁶

However, at all levels, the daily grind of working life in North America caused all people to desire, or need, an escape from reality. Previously, few could afford to escape, but with increased incomes, shorter work weeks and better transportation many more people were taking better advantage of their leisure time. Many industries arose at the end of the nineteenth century to take advantage of the expanding market. Legitimate theatre was only one of a number of entertainment choices that included vaudeville, burlesque, motion pictures, amusement midways and professional sports.

Information on audiences for many of these activities is scarce, but the impression given is that such audiences were composed of no single class. I shall briefly examine some of the theatre's competitors, but leave the theatre itself to Chapter Two.

The great American pastime, professional baseball, first came to prominence in this era. Play began with the National League in 1869 and the American League in 1899. In 1903, the first World Series saw the American League's Boston Red Sox defeat the National League's Pittsburgh Pirates.⁴⁷ Thousands of fans turned out every week to watch their favourite teams play. In tribute to those fans, the team in Brooklyn was named the Dodgers because of the number of street cars fans had to avoid to get to the games. One of the most important developments in professional sports was the fostering of a star system. Fans began to idolize their favourite players such as John "Honus" Wagner, Ty Cobb or the Chicago Cubs' infield of J. J. Evers, Joseph Tinker and F. L. Chance. This star system also occurred in theatre, vaudeville and later motion pictures. While it is true that a "star system" of theatrical and musical stars had existed prior to this era, with the increasing means of communication and the larger circulation of newspapers and other periodicals, stars were idolized by many millions more than before.

Other sports were also popular in the era, most notably boxing and college football. Boxing was no longer the bloody, bare-fisted affair of the early nineteenth century. The sport was still somewhat savage, but was now better governed by the Marquis of Queensbury Rules. It was outlawed in New York State, but was still

carried on in the back rooms of bars or in farmers' barns. Boxing and theatre merged when heavyweight champion John L. Sullivan toured the country giving demonstrations of boxing and later actually acting. For Sullivan,

The theater developed into a lucrative source of income, at least at first, and this success reinforced his cool attitude toward the prize ring.⁴⁸

Sullivan first appeared in *The Paymaster* in 1885 for \$1,000 per week. In 1890, the actor-manager Duncan B. Harrison wrote the play *Honest Hearts and Willing Hands* with Sullivan in mind and started a successful tour that lasted into the next theatrical season, but flopped in its Australian leg. Later, after his defeat at the hands of Gentleman Jim Corbett, John L. took to the stage for many seasons as the star of the plays *The Man from Boston*, *The True American* and *The Wicked Postman*. In 1901-2, he signed on with an *Uncle Tom's Cabin* company as Simon Legree. In this version, Legree was the hero and beat up Tom in the climatic sequence ("Who owns your black body?" says I, sockin' him again.).⁴⁹ After the failure of his *Uncle Tom's Cabin* tour, Sullivan took to vaudeville as a monologist. Sullivan was the first national sports celebrity to make a shift to the performing arts, starting a tradition that continues to today. Sullivan's image was manufactured through the media of the day. It is a prime example of the "star making" capability of the media, an activity that would also occur with theatrical stars (e.g. Sarah Bernhardt) and later, on an even larger scale, film stars. Sullivan's initial, easy crossover into theatre again emphasizes audiences' desire to see a celebrity or star rather than a particular play. Sullivan's lack of success in Australia may be traced to the absence of hero worship

in his audience. In Australia, Sullivan was not in the ever-present media spotlight as he was in America, and therefore not as popular, so audiences there were not willing to accept the untrained actor in a role other than that of a boxer.

One of legitimate theatre's direct rivals was vaudeville. Where burlesque was somewhat coarse, vaudeville was clean, family entertainment. Many types of acts were featured on vaudeville bills including minstrel shows, animal acts, acrobats, gymnasts, musical skits, dramatic skits and melodramas. Often, legitimate stars could be found headlining in vaudeville theatres because of the considerable amount of money they could earn. Vaudeville managers formed themselves into circuits, much like the Syndicate and Shuberts, to better maximize profits. The two leading producers were Benjamin Franklin Keith and Edward F. Albee. Between these two men, and the Orpheum and Pantages circuits out West, vaudeville was turned into a closed shop. At the industry's height, there were about 2000 vaudeville theatres in the United States, and fourteen to sixteen percent of the urban population attended vaudeville at least once a week.⁵⁰ Vaudeville circuits were divided into "big time" and "small time." While there were seven to nine acts on a typical vaudeville bill, in "continuous vaudeville" each act played two to three times per day. Position on the bill was determined by status, with the junior groups warming up the audience, the main acts in the middle, and a final act to "chase" people out of the theatre. In many vaudeville theatres, films were used to chase people until the popularity of film outgrew that of vaudeville and then, in an ironic twist, vaudeville acts were used to chase the film audience.

Motion pictures first began to be shown in vaudeville and some legitimate theatres, but as their popularity grew, theatres and nickelodeons were opened that catered specifically to film goers. The first commercial exhibition of the film in the United States occurred in 1896 at Koster and Bial's Music Hall in New York City. A large audience, especially those who did not speak English, soon arose. The number of people attending films every day quickly reached 200,000 in New York City alone.⁵¹ The operation of a nickelodeon, or storefront theatre, was quite profitable. In 1910, it cost approximately \$2,500 per week to run a legitimate theatre in New York. In that same year it cost only \$500 per week to run a nickelodeon.⁵² That was because the nickelodeon only had to employ a ticket taker and a person to maintain the nickelodeons themselves (a nickelodeon was a device that had a personal viewer which would show a short film only to that patron when he deposited a nickel). The operator of the nickelodeon also had to pay for the movies, but since the production companies were distributing the films to a number of locations, the actual cost of creating those movies was spread out over a number of businesses. Conversely, a legitimate theatre would require a number of personnel in the front of house, a large technical staff and the performers themselves, as well as a large theatre building and other ancillary personnel (authors, home office employees, administrative personnel, etc.). Attendance at nickelodeons was affordable at only a nickel whereas the most inexpensive seats at a legitimate theatre were usually a quarter.

Motion pictures, vaudeville, amusement parks and spectators sports

constituted the main competitors of legitimate theatre in the era 1896-1916. However, there were many other leisure activities that occupied the free time of the populace. Family outings to great urban parks, such as Central Park in New York City, were quite popular as a means of keeping one's sanity in big cities. In addition, an outing to the park cost relatively nothing, perhaps car fare. Other popular options were neighbourhood saloons and soda fountains, depending on your age and religious temperament.

Two other leisure activities centring in or around the home were photography and phonograph records. Taking snapshots as a remembrance became very popular after George Eastman patented the hand-held Kodak Camera with celluloid film wrapped on a spool in 1888. By 1900, anybody could purchase the compact Kodak "Brownie" for only one dollar and become an amateur photographer. The sale of phonographs also became popular in the early part of the twentieth century with sales numbering in the tens of thousands.⁵³ Admission of the phonograph to middle-class homes was eased by the Victor Talking Machine Company's introduction of the "Victrola." The Victrola was an elegantly finished cabinet containing a phonograph player that enhanced the look of the parlour, rather than making it look like a machine shop.

1.10 Department Stores

Although the United States was still a religious country in the traditional sense, perhaps the new religion of consumption found its idealization behind the plate glass windows of the new department stores. The new architects, including the

likes of Louis Sullivan and H. H. Richardson, were actually erecting new religious sites for the country, temples to consumption. The fantasy of design did not stop on the outside: “in their unprecedented use of color, store managers transformed the drab interior of the dry goods house into a sumptuous theatrical set.”⁵⁴ In fact, some of the shimmering window displays were designed by members of the theatrical community, notably L. Frank Baum, author of *The Wonderful Wizard of Oz* (1896).⁵⁵ Finally,

Marshall Field had a particular genius for satisfying both society matrons and shop girls in his theater of shopping and spending... [m]aking everyone actresses in their consumer indulgence in the era's ‘pecuniary canons of taste.’⁵⁶

The variety of merchandise housed under the single roof of the department store, which put control of all facets of the retail industry under a central management, in many ways reflects larger developments in business in general in the country. Increasingly, in many industries of the United States, including theatre, “trusts,” “combines” or “syndicates” were formed to achieve higher profits by cornering of the supply of a service or product.

1.11 Trusts

The businessmen engineering these great trusts were often derisively referred to as “Robber Barons.” Notable, or notorious, examples of trusts and their associated leaders were John D. Rockefeller and Standard Oil (oil and petroleum products); H. O. Havemeyer and the American Sugar Refining Company (sugar); Theodore Vail and American Telephone and Telegraph (telecommunications); and Jay Gould,

Edward H. Harriman, Jay Cooke and Cornelius Vanderbilt (transportation). By the opening of the twentieth century, “trustified” businesses were found in many sectors of the economy:

steel, farm machinery, sugar refining, petroleum, barbed wire, cans, tobacco, copper and many others. Writing in 1904, the financial expert John Moody enumerated some 318 trusts with an aggregate capital of over \$7.2 billion, “covering every line of productive industry in the United States.”⁵⁷

With the Robber Barons conducting business very successfully in this way, it is no surprise that the leading producers of the theatre – Charles Frohman, Marc Klaw, Abraham Erlanger, Fred Zimmerman, Al Hayman and Sam Nixon – created a trust or syndicate of their own. The Theatrical Syndicate was destroyed by another syndicate, the Sam S. and Lee Shubert Company.⁵⁸ However, I will discuss the Theatrical Syndicate and the Shuberts in more detail in the next chapter.

1.12 Conclusion

Developments in theatre come as no surprise considering the configuration of American society at the turn of the century. In general, people had more leisure time and relatively more money to spend on it. As the economy became industrialized, it was logical that theatre would do so as well. While new conditions in society led to financial success for the theatrical barons, soon after, the new conditions also led to their failure as many of the leisure-time activities enumerated in this chapter, as well as changing economic times, overtook the producers and the industry in general.

Chapter 2

Legit Does Boffo in the Sticks 'til Nuts Become Too Hard to Crack: Theatrical Touring in North America, its Growth and Decline

Touring began almost as soon as theatre performances started taking place in North America. Few communities before the American War of Independence were large enough to support a company throughout a season. While early tours did not comprehensively cover the countryside, they did bring theatre to many towns and laid the groundwork for the establishment of stock companies in major cities in British North America and the United States in the early decades of the nineteenth century. The era of the preeminence of stock companies lasted from the beginning of the nineteenth century until the rise of large-scale touring by combination companies in the 1860s and 1870s:

Before 1870 most plays in America were performed by resident stock companies, groups that used the same actors and the same theater for a series of different productions. These companies were self-sufficient units, content for the most part to remain in one place and capable of producing old and new plays with the same nucleus of actors.¹

Even as those stock companies were flourishing, the seeds of their decline were being sown in the form of touring stars.

Perhaps the first major theatrical star to do an extended tour on this continent was George F. Cooke in the 1810s.² His footsteps were followed by Edmund Kean in the 1820s.³ At this early stage, tours were mostly confined to the major cities of the Eastern seaboard because they could be reached by ship or short overland

journeys. However, during his second tour in 1825-6, Kean travelled from Philadelphia to Montreal via Albany and Rochester. In 1900, an overnight train could accomplish this trip in a few hours, but a month would pass between Kean's last performance in Philadelphia (June 26, 1825) and his first in Montreal (July 31, 1825). The travelling star would whet the appetite of audiences for more variety in theatrical presentations than stock companies could provide. At this point, the local stock companies were expected to provide supporting players for the travelling stars. Over time, the single theatrical star would begin to bring a few supporting players with him (such as Charles Kean did when he visited Victoria, British Columbia in 1864⁴); then the majority of an acting company; and finally, the full combination company:

Once the stock system reached this point, it was inevitable that the next step would eventually be taken. This was the organization of the entire company to tour the country, instead of the single star, or the star supported by one or two leading satellites. This is the birth of the combination system.⁵

2.1 Combination Companies

By 1895, theatrical companies formed in New York were fanning out across the continent in increasing numbers. These companies were a complete artistic organization designed to present a performance with very little local support, only requiring a theatre with basic lighting and flying equipment. Carried in the companies' train cars were all the necessary personnel and equipment to mount their productions in any remote theatre excluding some help from local technical crews. These companies, known as combination companies or combinations, came to dominate the road by the last decade of the nineteenth century. When the local theatre

managers in remote communities realized that a good deal of money could be made by doing away with their acting companies and arranging for combinations to visit their theatre, full touring companies began to rule the road. This system was more profitable for the theatre managers on the road because their salary lists were smaller than when they had to employ full acting companies and directly pay for the costs of creating productions. Typically, the combinations played a given road house for a percentage split of the receipts rather than a flat rate. In this way, theatre managers' weekly outlay was very low and that reduced their financial risk. If a combination had decent drawing power and the company's advance agent had done enough publicity, in return for very little work the theatre manager would make a good amount of money. In return for the increased profits brought by combinations, the theatre manager gave up any artistic pretensions that he might have had as he became a businessman and no longer an "actor-manager." Theatre managers who still wanted to retain a creative output were forced onto the road with their own combinations. Even such great stock companies as Augustin Daly's took to the road. At this point, the travelling stock companies were much like combinations except that they carried more than one production, also a common practice for travelling stars such as Madame Alla Nazimova or Mrs. Patrick Campbell. The repertoire from Henry Irving's first tour provides a typical list of plays an important touring star might carry:

- *The Bells*
- *Charles I*
- *The Belle's Stratagem*

- *Richard III*
- *The Lyons Mail*
- *Louis XI*
- *The Merchant of Venice*⁶

Since the audiences in North America would want to see a star in his best-known roles, this list includes Irving's most famous productions to this point in his career.

A lesser star, Frederick Warde, provides a list of plays for his 1895 season:

- *Henry IV*
- *Francesca da Rimini*
- *Julius Caesar*
- *Othello*
- *Richard III*
- *The Lion's Mouth*
- *Richelieu*
- *Runnymede*⁷

Warde was a well-known Shakespearean actor in North America and his repertoire reflected that. In both cases, the stars took more than seven productions with them on tour. Taking this many productions was common because when the company played the more important cities, they would be expected to stay for five to six days and give seven to eight performances (including matinees) with as little repetition as possible. Therefore, with seven productions, a new play could be given for every performance except the last which was usually reserved for the audience favourite (or financially most successful during the week).

Combinations, be they stock companies, travelling stars or single productions, were the standard fare on the road. They were the visible elements of the great production organizations of the Shuberts and Syndicate and as such require a detailed analysis.

Where and when the first combination company came into existence is open to debate. The most often noted “original” combination was Dion Boucicault’s *Colleen Bawn* touring company sent out of London to tour the English provinces in 1860.⁸ Jack Poggi notes that Boucicault had sent out seven successful combination companies by 1865.⁹ In her article on the demise of nineteenth-century stock companies, Rosemarie Banks suggests that the first American touring company/combination was Howard Aiken’s *Uncle Tom’s Cabin* company in 1852. Ten years later, a so-called “combination” company composed mainly of actors Henry C. Jarrett, E. L. Davenport, James W. Wallack and William Wheatly would be the second to tour.¹⁰ Whether they originated in the 1850s or 60s, by the mid 1870s over one hundred combination companies were on the road yearly.¹¹ The largest number of companies to populate the road at one time were the 420 of December, 1904.¹² The number of companies on the road declined steadily after this date, but even to the present day the combination company still exists in one form or another.¹³

2.2 Combination Company Personnel

The personnel structure of the combination company was fairly standard by 1895. From the company manager to the bit part actor, all knew their roles within the combination. Examples from historical companies will illustrate a discussion of the different positions that existed in a combination company.

In a standard road company, the personnel could be broken into three departments: management, stage staff and performers. The management division

included the business manager, stage manager (who would sometimes act bit parts) and advance agent. The stage staff included touring carpenters, electricians, wardrobe personnel, props personnel, a musical director and on rare occasions a stage director (who could also be known as the stage manager). The performers would be subdivided into the star(s), leading players, supporting players and bit parts/understudies. Musical companies would have more personnel than dramatic companies and might contain musicians to augment local orchestras. Duplicate road companies (sometimes two or three of them) of popular productions would usually be scaled-down versions of the original companies meant to play less profitable cities. Supernumeraries, if needed, would be engaged at each individual stop and a "super master" to drill them would usually be carried by the company unless the stage manager/director agreed to take on this role.¹⁴

2.2.1 The Advance Agent

Travelling up to two weeks ahead of a combination company would be the advance agent. He was responsible for arranging hotel reservations, cartage of scenery from the train depot to the theatre, train bookings, finalizing contracts with theatres and for discussing the physical needs of the production with the theatre manager and his crew. However, his main duty was publicity:

When the billing came to be an important factor in theatrical business, it naturally fell to the agent to superintend, since it must be done in advance of the opening performance, and the agent was the only man on the ground. And so zealous were the managers in their efforts to outdo their rivals in the brilliancy, variety and quality of their "paper," and so jealous were the advance agents lest one should present a better "showing" than another, that this feature of the

agent's duties soon came to dwarf all others.¹⁵

The main mediums of advertisement were handbills and posters. In the 1880s and 90s, the agent himself had to sally forth with his bucket of glue and bundles of paper to find the best locations to post bills; however, as time went on, specialized bill-posting agencies arose which controlled the best posting spots and were paid a fee for their service. With bill-posting taken care of within mere moments on arrival in a city, the main publicity duties that fell to the agent were newspaper liaison and the staging of publicity stunts. In Detroit, an agent simulated a murder so that when the case got to court he was able to announce that the defendant, his assistant, was not guilty and his play would be playing at the Opera House in a week's time.¹⁶ Agents were constantly trying to create new sensations to sell their plays. C. P. Greneker, the agent travelling in front of the number two company of *The Blue Mouse*, suggested many schemes in his correspondence with the home office during the season 1908-9. Amongst them were setting up *Blue Mouse* "fan" clubs in the cities where the production was to play; filming a portion of the play and showing it before the production's arrival to stimulate interest; and engaging a boy at ten dollars a week to travel with him as assistant agent who would advertise the show by driving a pony cart around town before the production's opening.¹⁷ Greneker was such a hard-working agent that the Shuberts promoted him to the home office for the next season with responsibility to oversee distribution of publicity materials for all their travelling agents (he later took over the management of the office).

2.2.2 The Company Manager

While the advance agent operated autonomously for the most part, he was still responsible to the all-encompassing authority of the company manager. The manager was the producing organization's direct representative to the company. He maintained a running correspondence with the home office and related all directives to the company. He was responsible for discipline in the company and for maintaining the quality of performance. He was also responsible for counting up gate receipts along with the theatre manager and insuring that the producers received their share.

When W. W. Freeman, manager of the Eddie Foy Company, was having difficulty with certain performers, Lee Shubert reinforced Freeman's authority in a letter dated March 15, 1909: "As manager of the Eddie Foy Company, you are to take hold of the show and use your own discretion in its management. If you have any trouble with any of the broilers¹⁸ simply discharge the offender."¹⁹ Shubert then reiterates Freeman's authority to impose fines on troublemakers in the company.

While managers could operate as minor dictators in the running of their company, the home office would pull rank if they did not produce suitable financial results. In this letter to Thomas McCarthy, the manager of *Girls* company number one, on November 26, 1909, J. J. Shubert takes McCarthy to task:

The business being done by your attraction is very far from satisfactory. There seems to be a lack of interest shown and a tendency on the part of most of the managers with attractions that after they get to a city they go to the hotel and then show up at the theatre in time for the performance and to count up, and that is all.

This is not what it should be by any means. I want the public interested in what we have to offer and that interest should be sustained until after you leave the town. What seems to be the trouble? Can you account for the bad business? Is your advance man satisfactory? How is his newspaper work?

I will watch this matter carefully for the next few weeks and hereafter must insist that you write me at least once a week giving me the status of conditions as you find them – as to whether your show has received the right sort of publicity and the reasons for the poor business.²⁰

Not only does this letter underline the direct accountability of the manager for the performance of the company, it also shows that when the company arrives in a town the manager must continue the agent's publicity work. In addition, it demonstrates that blame for the poor financial performance of a company would likely be first laid on the advance agent and manager before being placed on the company or the towns on the route the company was playing.

2.2.3 The Stage Manager

The only other management position in the touring companies was the stage manager. The stage manager at the turn of the century was more concerned with directing the company than with modern stage management duties such as calling cues and supervising the technical crew. However, the stage manager of 1900 was not usually responsible for the original creation of the production, but rather for maintenance of it on the road. Sometimes the stage manager would play a small role in the production and would always oversee rehearsals while touring. The responsibility for maintaining the quality of the company's performance fell on the shoulders of both the stage manager and the company manager. The stage manager

was also responsible for organizing and instructing local crews and drilling local supernumeraries, if required. In some companies, the company manager would double as the stage manager to save on weekly costs.

Arthur Evans, the stage manager for the Eddie Foy Company in 1909, communicated with the home office, and J. J. Shubert in particular, on a weekly basis while on the road. However, while company manager Freeman's correspondence discusses financial arrangements, discipline and routing, Evans' correspondence is limited to the direction of the performers and the maintenance and deployment of scenery, costumes, electrics and properties. For example, in this letter to J. J. Shubert on November 18, 1909, Evans discusses the company's recent work and preparations to move from Los Angeles to Chicago:

The company is giving the same good consistent performances all the time and is really a credit to the management.

I have just learned that we are to play Chicago very shortly. We will go in there in very good shape. Our costumes will all be clean: the scenery is in very good shape and all props and electrical effects will be repainted and gone over so that we will look like a brand new production, not that we are in bad shape now, quite to the contrary. We are in excellent shape but will have it done to avoid any possible criticism.

I do wish we could re-costume the eight medium girls and the eight show girls for the opening chorus. While they are not shabby, they are a long way from being pretty and bright.

I instructed our property man to write in for a new ground cloth... as ours was the one used last season and looks pretty well worn.²¹

Unfortunately for Evans, shortly after the preceding letter, he had an argument with the company's star, Eddie Foy, over stage business and was moved to another

company, the *Dick Whittington* Company. While Evans seems to have had control over movement on the stage by the tone of his letter, his authority was limited by the possibility of an appeal by the star to the home office or the need to spend large amounts of money (such as for new costumes). The conduct of a stage manager in a “star company” (such as Eddie Foy’s, Mary Mannering’s or Alla Nazimova’s), as opposed to a company where the play is the star (such as *Dick Whittington and His Cat* or *The Blue Mouse*), must have been tempered by diplomacy to keep the star happy.

2.2.4 Performers

The part played by stars is fairly self-explanatory. They were the best performers in their companies and usually the main box-office draw. However, there were many ranks within the category of star. At the top were the performers whose companies were billed with their name(s) rather than the title of a play, such as Julia Marlowe and E. H. Sothorn or Sarah Bernhardt. On the next level were stars who were billed with a play title, such as De Wolf Hopper in *Wang* (an operetta that he first played in 1891 and continued to play throughout the 1890s and 1900s) or William Gillette in *Sherlock Holmes* (1899, adapted by Gillette from Arthur Conan-Doyle’s short stories). The third and most numerous group of stars were really just leading performers who received little or no individual billing.

The stars received preferential treatment in terms of hotel rooms, sleeping berths on trains and dressing rooms in the theatres. The more famous stars, such as Bernhardt or Marlowe and Sothorn would be provided with a private Pullman train

car for their exclusive use during the tour. Their salaries also set them apart.

Sarah Bernhardt's contract with the Shuberts for her North American tour in the season of 1905-6 goes into much detail concerning her repertory of plays, her perquisites and monetary remuneration. The first clause of her contract requires her to play a minimum twenty-week season of one hundred and forty performances or seven per week. The first clause also names nine French plays that she will present in the French language. While Bernhardt had to supply her own costumes, the Shuberts would pay for all set pieces and travelling expenses, including a cabin de luxe on every steamship voyage and private Pullman car for her and first and second class accommodations for her company members at her discretion. For every performance, Bernhardt was guaranteed \$900 plus, if the total receipts were over \$1,800, thirty percent of the portion over \$1,800 to pay both her and her company (of approximately forty). Bernhardt was also allowed two hundred dollars per week for her personal hotel expenses and fifty dollars per performance of *Adrienne Lecouvreur* for her author's rights. Bernhardt received 75,000 francs advance one month before her journey. The terms of her contract are reflective of the highest level of star.²²

Eddie Foy, a Shubert star, was ranked amongst the second-tier stars whose billing was usually placed before the title of the play or at the bottom of the advertising following "AND." His contract, signed in March, 1908, was for the 1908-9 season. He was guaranteed \$600 per week salary plus thirty per cent of the net profits at the end of the season. The Shuberts were to pay all transportation and steamboat costs while he was travelling with the play. During the summer Foy was

permitted to appear in vaudeville, but at all other times had to supply his services to the Shuberts exclusively. Even if Foy received a better offer or if the Shuberts tired of his performance, there were no provisions in the contract to end his services before the season was up.²³ For performers ranked below second-tier artists such as Foy, there was no protection against dismissal at the whim of the company manager or home office.

The standard Charles Frohman contract, used for leading performers such as Washington Gamble at \$125 a week, and regular performers, such as Leslie Palmer at \$50 per week, gave few rights to the performer. Frohman would provide transportation and a parlour car seat, not a sleeping berth, while the performer was with the company. At his discretion, with or without reason, Frohman could discharge the performer anywhere in the country with two weeks' notice. Only the producer had the right to cancel the contract, and the performer directly surrendered any rights to sue the producer for damages accruing from lost work time.²⁴

2.2.5 Technical Staff

Technical staff were also subject to the whims of the producer. If a production was losing money, technical positions would be cut back first. Companies would usually carry from three to five technical personnel on tour. Ada Rehan's 1904-5 company had a carpenter, a property man and a wardrobe mistress. Their salaries per week were \$35, \$30 and \$25 respectively.²⁵ The *Midnight Sons* Company started the 1909-10 season carrying two carpenters, three electricians, two props men and a flyman. However, due to bad business during the early part of 1910, the company let

a carpenter, an electrician, a props man and the flyman go to save one hundred and twenty-five dollars in weekly salaries.²⁶

The technical staff that toured with the companies was required to maintain the large number of production elements carried with the combinations. For Elsie Ferguson's company playing *The Outcast* under the management of Charles Frohman in 1914, the set, lighting and properties lists cover some four pages of typescript. Included were thirty-seven set pieces (drops, flats, borders, tormentors, etc.); eight crates of electrical equipment (light brackets, practical fireplace, colour frames, arc lights, strip lights, etc.); and one hundred and thirty eight individual props ranging from tables, arm chairs and couches to rugs, dishware and paper goods. In addition, the company carried numerous costumes for a cast of eleven.²⁷

The scenery inventory for the Shubert production of *The Winning Miss* contains drops and set pieces for four different scenes, a practical yacht that crossed upstage and a ship to descend from the flies with cast and chorus mounted on it. The costume inventory has notations for one hundred and sixty-six individual costumes ranging from low-necked evening gowns, tennis and yachting costumes for both sexes to "Will 'o the Wisp" dresses with illumination under the skirts for a Firefly Dance.²⁸

2.3 Travel Arrangements

Moving all these people and the production's accoutrements required direct liaison between railroad companies and company managers. Arrangements for travel were left up to individual company managers who used the most convenient railroad

available. Since the rail system at the end of the nineteenth century was made up of many companies, from the largest (such as the Southern Pacific, Union Pacific or New York Central) to the smallest (such as the Detroit and Lima Road or the Poughkeepsie Bridge Route), booking a tour on one single road was difficult. In *Julius Cahn's Theatrical Guide, 1902-3*, ninety railroads are listed as conducting theatrical business. These railroads would give a rate reduction to theatrical parties, usually to the price of 2¢ to 2½¢ per person per mile, and extra baggage cars for sets and props. Managers would solicit quotes before travelling on a line. Harry Klein, the manager of the *Marcelle Company* touring in September 1908, requested the general agent, passenger department, of the New York, New Haven and Hartford Railway Company to write up a quote to move eighty people with two sixty-foot baggage cars, two coaches, a parlour car and a sleeping car from New York City to Providence, Rhode Island on September 23, 1908 and return on September 26, 1908. The first itinerary N. J. Lee, passenger agent, delivered was for a special train, not a regular service, with attached cars to move at the company's convenience on the dates required for a total cost of \$653.20. The cost of such a move was considered too great and four days later Lee submitted another quote. The company would play two dates in Hartford, Connecticut and one night in New Haven to defray the travelling costs, which with the extra stop now added up to about \$803. Instead of travelling on "specials" on the return trip, the company would use "locals" with one extra sixty-foot baggage car.²⁹ Sometimes the home office would send directions to company managers to use a certain railroad line. On January 16, 1909, J. J. Shubert wrote A.

H. Canby, manager of the Nazimova Company, with instructions to use the Pittsburgh and Lake Erie Railroad from Cleveland to Pittsburgh.³⁰ Shubert was quite particular on this point and required Canby to write back acknowledging receipt of his directions. Why Shubert made this order is unclear, but since their corporation was well diversified, perhaps he had stock holdings in the railroad or just a special arrangement with that road to get a lower rate.

2.4 Booking Practices

As touring productions began to dominate the seasons of theatres all over the country, managers came to New York City in the summer to book acts for the upcoming year. During the earliest part of this era, contracts between stars and theatres were made informally, and that often resulted in chaos. In many cases, performing companies failed to turn up in a particular city if offered a better situation elsewhere or theatre managers would book two companies on the same date, feeling that one or the other would not show up, only to have both do so.³¹ Astute businessmen saw that there was an opportunity to generate income if they stepped in to organize the road more efficiently. Therefore, agencies based in New York concerned only with booking theatre acts arose. By the 1870s many booking agents were trying to book their acts with the numerous circuits and independent theatres. In this first decade, the booking agents mostly represented individual acts. As time went on, however, the agents shifted their emphasis to representing theatres instead of performers. In the 1870s, many of the agents only provided office space in New York for visiting managers and stars rather than comprehensive booking of acts with

theatres. The system was still somewhat chaotic, with actors, agents, managers and railroad agents running to and fro across the Rialto. Marc Klaw in an article in *The New York Times* on March 26, 1905 wrote that

less than twenty years ago a formidable percentage of the business of the theatre was conducted on the sidewalk, in hotel offices, cafés, and, I regret to say, in barrooms. In those days managers of theatres far and near would come to New York after their seasons were over – usually in June, July and August – and inaugurate a catch-as-catch-can meeting with the managers of what are called troupes or combinations.³²

The managers hardest hit by this chaos were those of the one-night stands who were booked at the very last moment and had little leverage with acts. Managers in smaller markets began banding together into circuits to attract quality acts with a guarantee of continuous booking dates. Circuits formed in all areas of the United States and Canada (see letterheads in Figure 3 for some examples of circuits). This improved the situation, although still only the largest agencies could book a tour from coast to coast. Throughout the 1870s and 1880s, many booking firms rose and fell, but ultimately two stood supreme. The two largest agencies by the beginning of the 1890s were those of Harry Klaw and Abraham Erlanger, and Charles Frohman and Al Hayman.

2.5 Formation of the Syndicate

Before the 1890s, the most enterprising managers attempted to combine circuits into large booking concerns and some, such as Colonel Jack Haverly or Joseph Brooks, Henry Clay Miner and J. H. McVicker, attempted to form a large monopoly to control booking continent wide. Their attempts, however, were

unsuccessful, and it was not until 1896 that the group of businessmen known as the Syndicate would establish the first monopoly. The Syndicate was successful because it controlled both theatres and performing companies. While the partners of the Syndicate did actually own few theatres outright, it was mainly through leases or exclusive booking contracts that they controlled over five hundred theatres at the peak of their success.

The Syndicate was formed by three already existing partnerships: Klaw and Erlanger; Charles Frohman with his partner Al Hayman; and the primarily Philadelphia firm of Sam Nixon and J. Fred Zimmerman.

Klaw and Erlanger had extensive contacts throughout the South and dominated the territory, with the exception of Texas. Bernheim estimates that they controlled about two hundred theatres at the time of the formation of the Syndicate.³³ Marc Klaw was a lawyer who had previously prosecuted copyright infringement cases for other managers in New York City. Abraham L. Erlanger rose through the theatrical ranks as treasurer and then road manager and business agent for travelling companies. While touring he made essential contacts that would assist him when he became a booking agent. In 1888, Klaw and Erlanger purchased the already established Taylor Theatrical Exchange of New York City. In this endeavour, they were financially backed by David E. Bidwell, a wealthy New Orleans producer. Using their well-established contacts with southern theatre managers, gained through a number of years on the road, they were able to control "practically any southern booking route that a travelling company might wish to play."³⁴

Frohman, in association with Hayman, controlled theatres in New England, New York and Pennsylvania, but more importantly a large string of theatres in the West. This empire, separate from Klaw and Erlanger's above, added up to approximately three hundred theatres. Charles Frohman gained his theatrical experience as advance man, agent and manager of various road companies, sometimes in association with his brothers, Daniel and Gustave. Even after Frohman moved into the booking business, he still produced road companies and productions under his own name. Frohman was the most liked of the Syndicate members by both his stars and rivals due to his generous nature and agreeable personality.³⁵ He was the chief producer of the six managers, supplying many of the productions that toured the Syndicate theatres.³⁶ Al Hayman also began as a manager of road companies and later began acquiring the management and leases of theatres in the West. The first theatre of import that he managed was Leavitt's Bush Street Theatre in San Francisco. While based in San Francisco, he gained control of theatres on the coast as well as a chain of theatres in the Western States offering a full route to the Pacific.³⁷ He produced only about six plays throughout his career, sticking almost exclusively to theatrical management. In fact, the Editors of *Leslie's Monthly Magazine* wrote that Hayman "dislikes theaters, plays and players, and worships art if the box office is of the same opinion."³⁸

Nixon and Zimmerman were definitely the junior partners of the Syndicate. They controlled the four major houses in Philadelphia and theatres throughout Pennsylvania and Ohio.³⁹ They also equipped and managed a few road companies.

Both entered the theatrical trade after trying other careers; Nixon was a salesman and Zimmerman a baker. Both became managers and later lessees of the theatres in Philadelphia, Pennsylvania and Ohio.

How did the Syndicate come about? Most scholars see this organization as a natural development of the prevailing conditions in the theatre business of this time. To successfully form the combination companies that ruled the road during the period, a large pool of specialized actors and facilities were required. New York, the largest metropolitan centre of the United States and the main portal through which European theatre companies, especially British companies, entered the country, became this centre. The city became more like a theatrical factory than an arts centre. As the annual number of travelling companies grew, the opportunity for businessmen to step in and organize the industry on profit-making lines became ever more apparent. These businessmen also rendered an important service. The booking industry was so large that only a person devoted mostly to the business, as opposed to the artistic, side of theatre could manage it. The members of the Syndicate, with the notable exception of Charles Frohman, were concerned only with the business side of theatre.

The Syndicate's genesis was also partially due to more general trends in the economy of North America.

In the late nineties, the postdepression merger movement virtually completed the domination of most capital-intensive industries by publicly held corporations, a move facilitated by the liberalization in the "traitor state," New Jersey, of general incorporation laws.⁴⁰

While the theatrical industry was not as capital intensive as many of the other sectors of the economy (such as railroads or manufacturing), considerable outlays of funds were required to outfit travelling companies for the road and especially to build theatres to host those companies. To successfully route a company for a continent-wide tour, a producing firm had to have a string of theatres large enough to provide thirty-five to forty weeks of bookings without too much repetition. Since the majority of stops were only one-night stands, the number of theatres required to book a company for a full season was in excess of one hundred.⁴¹ The easiest and most economical way to gain control over this many theatres was for the existing partnerships to merge and pool their theatres for their mutual use. Just as a travelling company needed thirty-five to forty weeks of stops, a road theatre needed just as many weeks of bookings. While each Syndicate partnership controlled and paid for their own road companies, their agreement to book their companies only in Syndicate theatres while on the road guaranteed each of their theatres enough playing weeks for a season. While the Syndicate agreement technically only covered theatres, this practice amounted to sharing companies in the same way as they shared theatres. In this way, the Syndicate partners could be assured of fully booked theatres without having to pay the cost of equipping hundreds of companies.

The increased velocity of the North American economy allowed the Syndicate to operate as a continent-wide business. Businesses had not been able to distribute their products (in the case of theatre, road companies) on such a large scale and control the operations of local representatives (road theatres) from a central point

(the home office in New York City) until the railroad and telegraph networks began guaranteeing regular service in the 1880s.⁴² Alfred Chandler notes that the establishment of mass production in North America was a “response” to the opening of mass markets by the new transportation and communications network.⁴³ In this light, the forming of the Syndicate, a mass producer of sorts, was perhaps an inevitable response to the changing demand for entertainment. In general, under the considerable influence of advertising, consumers came to desire mass-produced products with a recognized national brand (Uneda Biscuits, Heinz Ketchup, etc.). Theatrical products were also branded in their own unique way by the ubiquitous “Direct from New York.” Where Heinz was the mark of quality for sauces, a run in New York, no matter how successful, made a theatrical company more attractive to audiences in cities far from the metropolis.

National enterprises were transforming the United States from “a distended society of ‘island communities’ into a far more homogenous and integrated community.”⁴⁴ The growth of large-scale businesses in other sectors was echoed by the development of the Syndicate into a large national firm which provided similar entertainments to almost every community in the United States and Canada, a role which would later be taken and perfected by film.

2.6 Syndicate Operations

By the turn of the century, the Syndicate controlled theatres in all the major cities of the United States and Canada either directly or through allied booking firms (such as Julius Cahn’s New England Circuit). At its height, the Syndicate controlled

between 500 and 700 theatres of all sizes.⁴⁵ Not all of these theatres were mentioned in the Syndicate agreement, nor were their profits pooled with the other members. The Syndicate, as a separate entity, never itself owned or leased a theatre, only the component partnerships did. In the original agreement, the three partnerships would pool the profits from thirty-three theatres. Later this number rose as high as eighty-three.⁴⁶

A “directly controlled” theatre was either owned or leased by a Syndicate member. For this type of theatre, the Syndicate, through a local manager, oversaw all aspects of the theatre’s operations. The Syndicate member was due profits from the theatre’s box office and was responsible for any debts the theatre incurred. If a theatre was not directly controlled, the Syndicate member only had a booking agreement with the theatre’s owner/operator and had no say in the day-to-day running of the house.

The majority of the 500 to 700 theatres mentioned above were known as “one-night stands.” That is, a show would move into town in the late morning or afternoon, set up in the afternoon, give a performance in the evening, and move to the next town the following morning. One-night stands were essentially stops between the larger cities (which would be designated week-long stands and receive three to five performances). Tours were organized in this way to cut unprofitable travel time to a minimum. Some one-night stands yielded good profits while others barely covered expenses. Many local variables, as well as the stature of the star, affected how the production was received. In Table 2, a route consisting of mainly

one-night stands is given for the Syndicate production of *A Thoroughbred Tramp* through John Cort's Northwestern Circuit in 1905-6. From this table, we can see that the company covered a good deal of territory in just over two months (including a jaunt into British Columbia). Population size varied greatly from one stop to another, from the low of Oaksdale at 882 to the high of Seattle at 237,194. The practice of stopping in such towns regardless of population size is indicative of how hard managers tried to avoid any unproductive travel time. Facilities at each of these stops would vary greatly from fully-equipped purpose-built stages to converted buildings where the actors shivered in front of a couple of cracked mirrors in a damp cellar.⁴⁷ Most of these stops were less than three hours travelling time from each other (with the exceptions of the Port Townsend to Nanaimo, and Ladysmith to Blaine portions). All were serviced by daily trains on one of the Northern Pacific Railway, Oregon Railroad and Navigation Company, Union Pacific Railway (Oregon Short Line) or Esquimalt and Nanaimo Railway lines. In fact, multiple daily runs were conducted over many of these routes. The Canadian Pacific Steamship Company provided daily service to the mainland from both Nanaimo and Victoria. The availability of regular train and ship service made this type of touring possible. While it is conceivable that a production company could arrange for special trains to meet a touring schedule, the cost involved would multiply expenses many times over. The route for *A Thoroughbred Tramp* is not unique. Cort booked a large number of companies for the Syndicate over this territory every year.⁴⁸

The anecdotes concerning the hardships of the one-night stand are legion.

Perhaps their character might best be summed up by the following poem from *The Dramatic Mirror* on August 10, 1907:

The Song of the One-Night Stand

Ho! For the stands in the country lands where the
grass grows long and tall.
And the train pulls in to the rattle and din of the
populace one and all.

Oh! The rickety buss with its rattle and fuss, and
the mail bags thrown atop;
And the driver's yell at the best hotel, where all
the show troops stop.

Oh! The cold, cold rooms and the lack of brooms at
that "best hotel in town."
And the rueful mood which the awful food calls up
with an awful frown.

But the "temple of art" makes you sick at heart,
the saddest of all sad things,
With its miniature stage, where you dress in a cage,
or are forced to make up in the wings.

Next morn you hump for an "early jump" on the
only train your way,
To another tank of an equal rank with the one you
played to-day.⁴⁹

With the booking rights of so many one-night stands in their possession (through personal contact and the ability to supply productions), the members of the Syndicate could convince, some might say coerce, theatres in major cities to give exclusive booking rights to the Syndicate. With control of the one-night stands, Syndicate productions, which came to dominate the road, could be routed around large cities until they were starved for attractions and conceded booking rights to the Syndicate. It was not just that the Syndicate wanted their shows to play in the

theatres, but that the managers were being made to agree not to book any productions other than those provided by the Syndicate on pain of being penalized by having their supply of attractions cut off. William Archer, in *The Pall Mall Magazine*, commented on the practice of favouring Syndicate-owned productions:

They are naturally apt to send the best "attractions" to their own theatres and arrange the most profitable routes for their own "attractions" ...⁵⁰

In *The New York Dramatic Mirror* on February 7, 1903, a story appeared relating how M. R. Bimberg, a theatre manager in New York City, was penalized by the Syndicate for complaining about the quality of the productions they sent to him:

In December Klaw and Erlanger booked for the West End Theatre the melodrama, *Human Hearts*. The play did not please the patrons of the house, who wished for a higher class of productions, and Mr. Bimberg requested another booking. He got it. It was *A Wild Rose*, and the change cost him \$750. Again, *A Fight for Millions* was sent to his house, and he could not draw to his theatre an audience worthy of the name. Once more he protested. This time it was *The Show Girl* and another assessment, this time of \$1,000. What it might have been the third time he does not like to think.⁵¹

While Charles Frohman provided many of the productions for the Syndicate, other productions were brought into the Syndicate fold by the reverse of what brought the theatres into line. The productions, without the Syndicate's booking, could not play strings of consecutive dates and would therefore have to make long jumps between cities, thus incurring financial losses or at best lower profits. Walter Prichard Eaton wrote in *The American Magazine* on this Syndicate practice:

It lay within the power of Klaw and Erlanger to refuse to book a play, if they so chose, and no theatre in America, under their control, dared house it then. It further lay within their power so to arrange a tour

that the manager could not possibly make a profit, to keep him out of New York or Chicago, to jump him hundreds of miles between performances – in short, to ruin him.⁵²

Through these methods, the Syndicate rose to pre-eminence in the theatrical booking, and producing, industry. While their methods might suggest that they mistreated theatre and company managers, freedom was sacrificed for almost guaranteed profits. On the whole, members of the industry made quite good profits from the Syndicate's systemisation of booking the road. Managers were in the business to make money and, since the Syndicate was able to provide help, they accepted it. In general, artists' salaries while engaged by the Syndicate, especially amongst the top rank of stars, were quite a bit higher than formerly and while some stars preferred not to give up control of their careers, most were much better off than their predecessors in the stock companies or early combinations. Actors were still subjected to some contractual abuses, such as being forced to rehearse for free, but in general, conditions were improved under the Syndicate.

While Syndicate business methods were somewhat questionable, as were those of their rivals and successors, the Shuberts, they were definitely profitable. The Syndicate had many ways of making money from the road. They received direct profits from the theatres they owned or leased and from the performing companies they directly produced. They received a booking fee from companies they booked into their theatres and from the theatres they controlled for booking the companies into them. Those booking fees varied from five to ten percent of the theatre's gross receipts:

The charge for this booking of attractions was to be five, seven and a half or ten percent on the gross receipts of each week, with frequently a further percentage on the profits of the house at the end of the season.⁵³

[T]he practical monopoly they have managed to secure enables them to charge lessees very high terms for their services as agents – in some cases five percent of the gross receipts, in other cases one-third of the net profits.⁵⁴

For booking my theatre, which costs a contract, an envelope and a two cent stamp, the Syndicate took seven and a half percent of the gross receipts besides other sums, when they could find the slightest provocation for doing so. Seven and a half percent means a good deal, especially on the gross. I would each week send to the Syndicate a check – a substantial check – a check that would oftentimes reach as high as \$400. From \$12,000 to \$16,000 a year, it seems to me is, considering the outlay made by the Trust, a trifle exorbitant for booking a theatre, especially as the Independent Booking Agency will do the same thing, and do it far better, for nothing.⁵⁵

Companies as well would pay a percentage to have the Syndicate arrange a touring route. James J. Hackett paid five percent to get a route, and other companies, such as Belasco's or Liebler and Company, paid as much as fifty percent of their gross to the Syndicate:

Klaw and Erlanger, particularly the latter, were always opposed to Belasco, and they fought him inch by inch in his influence with the Frohmans. Both brothers, Charles and Daniel, liked Belasco and they never concealed their liking. This did not suit Al Hayman or "Abe" Erlanger, who did not wish to have anyone nearer the "great white throne" at the Empire Theatre than themselves. The first row began over "The Auctioneer" and David Warfield. In the action against Belasco by Joseph Brooks – the Man Friday of Klaw and Erlanger – Belasco swore an affidavit that, in response to a letter from Mr. Erlanger representing the firm of Klaw & Erlanger, he called at Erlanger's house to consider the question of a route for his new star, David Warfield. "After some discussion," to quote literally from this enlightening legal statement of the deponent, (Mr. Belasco), "Mr.

Erlanger finally agreed to furnish a route, provided the firm of Klaw & Erlanger was given an interest in the enterprise. For an instant deponent felt indignant, and then realizing the utter impossibility of procuring a route for his new 'star' in any other way, finally offered Messrs. Klaw & Erlanger a twenty percent interest. This Mr. Erlanger declined and insisted upon no less an interest than fifty percent. Regarding this demand in the light of an imposition deponent informed Mr. Erlanger that he would later consider the matter.

"Subsequently deponent, accompanied by his manager, Mr. Roeder, called on Mr. Erlanger at the offices of the firm of Klaw & Erlanger and the discussion concerning the terms was renewed. The fifty percent proposition broached by Mr. Erlanger was discussed and finally agreed to."⁵⁶

Even though many were making better profits from the organization of the road, abuses of the system such as that related above took place and caused some discontent that would result in rebellions against the Syndicate's power.

The longest-suffering enemy of the Syndicate was Minnie Maddern-Fiske. This actress, in league with her publisher (*The New York Dramatic Mirror*)/producer husband, Harrison Grey-Fiske, stayed resolutely independent of the Syndicate until the Shuberts' abuses of the system grew too gross and she finally capitulated. Mrs. Fiske was doomed to play second-rate theatres and halls throughout much of the reign of the Syndicate. However, by the 1910s, with the rise of other independents such as David Belasco and the Shuberts, the Syndicate's hold on the American theatre was greatly weakened. The Shubert Brothers, Lee, Sam S. And J. J., were to begin their rise from obscurity in about 1897 with Sam's acquisition of the Opera House in Utica, New York. By 1912, the Shuberts were becoming the dominant force in North American theatre and on their way to establishing a Syndicate-like

monopoly that would last in the commercial theatre until broken by anti-trust legislation in the 1950s.

2.7 The Shuberts

The Shubert brothers were the sons of an immigrant family that settled in upstate New York. Sam began his theatrical career as a candy seller and later treasurer of Syracuse's Wieting Opera House. Early in their career, in 1894, the Shuberts acquired the road rights to Charles Hoyt's *A Texas Steer* (1890), then to *A Stranger in New York* (1897) and *The Belle of New York* (1897). All three of these plays were quite successful both on the road and in New York City.⁵⁷ Building on the success of those road companies, the brothers, led by Sam, began to build their empire in upstate New York. In quick succession they acquired control of the Bastable Theatre and the Grand Opera House in Syracuse, the Cook Opera House in Rochester, and the Rand Opera House in Troy. With the profits from their road shows and theatres and with the financial backing of a wealthy businessman in Syracuse, Jesse Oberdorfer, the Shuberts gained their first foothold in New York City in 1900 with the Herald Square Theatre.⁵⁸ A major difference between the Syndicate members and the Shubert Brothers is that the Syndicate members, collectively, began their careers in theatre at the basement level and took many years to get to the point where they could form the Syndicate. The Shuberts, on the other hand, quickly moved through the lower ranks of the theatre and, with the help of local businessmen, moved swiftly into theatre management. In the earliest era of the Shuberts' business dealings, Sam was the leader with Lee as his lieutenant. After Sam's death in 1905

as a result of a rail accident, Lee became the leader with J. J. as his second in command. During the Shuberts' first move into New York, they actually cooperated with the Syndicate, signing the Herald Square to a Syndicate booking contract.⁵⁹ In addition to the Syndicate productions, though, the Shuberts produced their own shows, including the fabulously successful *A Chinese Honeymoon* (1902) which ran at their newly acquired Casino Theatre. Between 1900 and 1905 they added to their chain the Duquesne Theatre in Pittsburgh; the Lyric in Philadelphia; the Garrick and Dearborn in Chicago; the Columbia in Boston; the Hyperion in New Haven; and built the Garrick Theatre in St. Louis in 1904.⁶⁰ The growing success of the Shuberts was beginning to cause the Syndicate to view their activities with some suspicion, and in 1903 the first salvo in the Shubert-Syndicate feud was fired.⁶¹ This feud would eventually lead the Shuberts to domination of the commercial theatrical scene in North America, but not before the great days of touring on the continent had come to an end.

In 1903, the Syndicate, still doing bookings for the Shuberts, accused the brothers of violating their contract with Klaw and Erlanger by refusing to play a Syndicate production in the Shubert Theatre in Chicago. The Shuberts essentially broke their contract with Klaw and Erlanger and declared for an "Open Door" policy, vowing to take on any production that wanted time in their houses:

The Open Door movement means exactly what it indicates. It does not seek to exclude the attractions of Klaw and Erlanger or any other producer, believing that the true interests of the one-night-stand manager lie in a policy that admits the booking of any and all attractions that may seem profitable to him.⁶²

Quickly the Shuberts became the leaders of the independent movement which included such stars and producers as Minnie Maddern-Fiske, Harrison Grey Fiske and David Belasco.

The Shubert empire continued to expand throughout the theatrical wars from 1903 to 1912 (with occasional truces). By 1905, the Shuberts employed fifteen hundred people with a weekly payroll of \$75,000 and owned a string of over fifty theatres. In 1904, the company Sam S. and Lee Shubert, Incorporated, was formed with an initial capitalization of \$1,400,000.⁶³ The worst blow dealt to the Shuberts occurred on May 11, 1905. Sam, on his way to Pittsburgh to regain a theatre lease, was killed in a train crash. His death devastated Lee, who was in London at the time, and J. J. who arrived at the site in Harrisburg in time to hear his brother's last words. Rumour had it that the Shuberts were debilitated by Sam's death and would probably sell out to the Syndicate. However, only a few weeks after the crash, the two remaining brothers began aggressively to expand the company. In many cities, a Sam S. Shubert memorial theatre was built to honour the producer after his untimely death. By 1910, "the Shuberts owned seventy-three theatres outright and held booking contracts with many more. They possessed more than fifty dramatic and musical companies".⁶⁴

2.8 The Decline of the Road

While the Shuberts were expanding, incorporating old theatres into their empire or building new ones in competition with existing Syndicate houses, the Syndicate was by no means losing hold of all its theatres. The result was a glut in

theatrical offerings. Where one house previously could be profitably run, now another had to be supported. This was just one factor in the general decline of the road and the decline of the Syndicate.

Many factors figured in the decline of the road and the majority of the blame cannot be assigned to any particular one. Table 3, excerpted from Bernheim, shows the number of active road companies from 1900 to 1920. The continual warfare between the Shubert and Syndicate reached its bitterest state between the years 1909 and 1913. In their rush to build houses and to produce productions to fill them, both organizations outstripped the demand for theatre. What they did provide was generally of a lower quality than previously. Of course, there still were first-class companies touring, but often the one-night stands were seeing duplicate companies of popular productions with second-rate casts. If we look to the Shubert roster in a typical week in 1909 (see Table 4), we can see the duplication. With the exception of their stars (who would have been duplicated if possible) and two plays, "The Vampire" and "The Bachelor," that started late in the year, all plays had at least one duplicate with "Girls" and "The Blue Mouse" having two.

In addition, the costs of touring were on the rise while audience members already thought that the price of admission was too high (recall that the lowest priced theatre seat was usually twenty-five cents while films and vaudeville cost only a nickel). Stars were asking for larger salaries while even lesser performers were asking for decent salaries and stage hands belonging to the International Alliance of Theatrical and Stage Employees demanded a larger wage for their labour. The

railways were continually applying to the federal government to raise the passenger rate as passenger service became less profitable. As costs in touring theatre were deeply linked to the passenger rate, a rise of even just one quarter of a cent per mile cut deeply into theatre company profits.

The story of the decline of the road is involved. No one can be quite sure what brought about the sudden, radical change in road conditions that became manifest about 1910. One thing we know – no one cause was responsible. There are many factors each of which, no doubt, had some share in the metamorphosis. No one, perhaps no two or three of them would have been effective; but a combination of many proved irresistible and reduced the road to such low estate that today [1932] it lies almost entirely neglected. Dramatists give it scarcely a thought. Producers do not cater to it. Booking offices do not recognize its needs. Actors avoid it. The public in the provinces has become apathetic. Amusement taste has largely changed. Those who still cling to the legitimate drama satisfy their needs when they visit the cities, or perhaps at home in little theatres or stock houses.⁶⁵

However, let us put aside the doom and gloom of the decline of the road to return to an analysis of the producers, companies and theatres, in the period 1896-1916. In 1896, combinations were dominating the road and a few attempts had been made to monopolise the booking trade. Routes were well laid out and minor circuits had been formed all over the country.

Chapter 3

All Roads Lead To Gotham:

The Shubert and Syndicate Home Offices

Now if the capital necessary to finance one first class company be multiplied by half a dozen or a dozen, the total amount is quite a sum, and the theatrical manager instead of being something to be merely tolerated, looms up as [a] business man of some consequence.

If to these dozen stars and companies is added the capital necessary to keep up fifteen or twenty theaters – first class houses – in different cities in the United States and Canada, that same manager's importance in the world of business is still further increased.¹

- J. J. Shubert, The Business Side of the Stage
(unpublished manuscript)

Financially, the magnitude of business conducted by the Shuberts and the Syndicate during the years 1896 to 1916 is astounding. No longer could the lone impresario of former times manage such large organizations. The new managers required a modern office, modelled after those of other contemporary corporations and subdivided into units responsible for individual functions such as booking, publicity, or talent acquisition, to command these "theatrical empires." Both the Shuberts and the main Syndicate partnership, Klaw and Erlanger, maintained offices in New York throughout the period 1896 to 1916.

This chapter will examine how a large theatrical concern conducted business around the end of the nineteenth century and into the first two decades of the twentieth. While both the Shuberts and Klaw and Erlanger were quite active in the period, information about the Shuberts' business activities is quite plentiful while

information about Klaw and Erlanger's is rather sketchy. The Klaw and Erlanger Papers in the Shubert Archive contain mainly letters and a few contracts, while the volumes of Shubert letters, bills, contracts and ephemera are overwhelming. Other resources in New York and elsewhere contain mostly clippings and odd documents about the Syndicate and do little to show the inside, day to day workings of the business. For this reason, my main examination will concentrate on the Shubert organization in New York and elsewhere from circa 1900 to circa 1916. Wherever possible, I will include Syndicate information to flesh out the chapter and provide examples of how the Shuberts' main competition operated, but the bulk of the material will be from internal Shubert Corporation memos, letters, contracts and other documents.

To give some idea of the scope of the Shuberts' activities, I will begin with an analysis of the articles of incorporation for both Sam S. and Lee Shubert, Incorporated, and the Shubert Theatrical Company of New York in 1905 (and its re-incorporation as the Shubert Theatrical Company of New Jersey in 1911). Some idea of the business dealings of the brothers pre-1905 will also be included, but the beginning of their large-scale business began after the first incorporation. After the larger Shubert picture is painted, an examination of how they acquired properties, physical and intellectual, will follow. There I will analyse a number of contracts dealing with various topics from theatre construction and booking to concession sales, talent acquisition, merchandising and other subjects. An examination of how companies formed and equipped themselves for the road will pay subsequent

attention to the acquisition of sets, costumes and other physical elements. Finally, I will move into a discussion of personal responsibilities within the various departments in the home office itself. Internal memos and letters between company managers, agents and stars, will show the method by which day-to-day business was conducted and tours administered.

3.1 The Shubert Corporations

The organization of the Shubert business empire up to the incorporation of 1911 is difficult to sort out. Until that year, they were involved in a number of different companies of differing organizational levels: proprietorships, limited companies or corporations. Jerry Stagg, in one of only two full-length book studies of the Shuberts, wrote about their penchant for theatre acquisition and company formation:

A statistical breakdown of their "announced" theaters would total well over one hundred twenty [in 1906], and in addition, they had produced through Lee and Sam S. Shubert, Incorporated, some twelve shows - then a fantastic achievement. Sam had been dead only a year. Lee had taken over, and J. J. had moved up. There were more than a hundred employees now; and a payroll that Lee carried in his head; real estate accumulating all over the country, which Lee and J. J. carried in their heads; and intricate financial arrangements with the top negotiators in the country, which again, Lee had memorized. He had found millions of dollars for his companies; he had performed an incredible money-raising job, and miraculously, he had achieved all of it without once surrendering control of *any* [Stagg's emphasis] of his companies. He and Willie Klein had organized more than thirty corporations for the various Shubert endeavors, and Lee Shubert voted at least 51 percent of each of them. How he managed this with Cox and Rhinock, with Freedman and Untermeyer, is something to confound a philosopher.²

The final four names mentioned above are the keys to an understanding of how the

Shuberts were able to form their corporations and how their organization differed from the Syndicate's. The scale of Shubert expansion from 1900 through Sam's death to the early teens is immense. Since the brothers themselves were not personally wealthy before their entrance into the theatrical world, in fact quite the opposite, outside money was required to found their empire. When the Syndicate was formed, the three partnerships were already successful theatrical concerns. Expansion of their holdings was financed using internal funds and proceeds from the increased profits brought on by their monopoly.³ The Shuberts, on the other hand, first used money from Syracuse businessmen. Joseph W. Jacobs (a clothier from Syracuse who would also continue to play an active role in the maintenance of the Shubert empire throughout his lifetime) and Jesse Oberdorfer (a foundry owner in Syracuse), to get started upstate. Later other financiers, whose holdings were more considerable, helped them to expand nationally.⁴

In October of 1905, the Shuberts announced a partnership between themselves and George B. Cox and Joseph L. Rhinock.⁵ Cox was the Republican "boss" of the city of Cincinnati, Ohio. While some of the money he used to form the partnership may have had dubious origins, it was readily available. Rhinock was a member of Congress from Kentucky who was heavily involved in race track ownership and real estate speculation. Cox, in the early phase of the partnership, was always represented by Max C. Anderson, and Rhinock would be involved in real estate and theatre construction in cooperation with the brothers, while the two Shuberts would exclusively control the producing side of the operation. In order to

build theatres, the Shuberts would form a new company, either a corporation or limited partnership, to oversee the construction of the theatre and its operation once built. When the building company was formed, it would immediately sign a contract with the Sam S. Shubert Booking Agency to cover all bookings. All the stock in theatre companies and ventures was held partly by their external partners and partly by either the Shubert Theatrical Company or Sam S. and Lee Shubert, Incorporated. The latter was the first organization to be formed, but later the Shubert Theatrical Company administered the majority of the Shubert holdings. These two corporations were the keystones of the Shubert empire and as such require a detailed examination.

Sam S. and Lee Shubert, Incorporated, was formed on September 1, 1905, some four months after Sam's death. It was initially capitalized at \$1,400,000 divided into \$1,000,000 of common stock, consisting of 10,000 shares at a par value of \$100, and \$400,000 of preferred stock, consisting of 4,000 shares also at a par value of \$100. To the best of my knowledge, the shares were privately held and not offered on any public market.

According to Alfred Chandler in his work *The Visible Hand: The Managerial Revolution in American Business*, there were three reasons for a private company to incorporate: the ability to issue securities to raise capital for the business, limited liability for the shareholders, and possibility of "eternal life" for the company.⁶ While the influx of funds brought on by the Shuberts' incorporation was probably the key reason for their action, Chandler's second reason, limited liability, was also important. Since the theatre industry was such a volatile sector dependent on the

whims of the public and the vagaries of the economy as a whole, individuals and companies involved in producing plays were constantly declaring bankruptcy with many people losing all their assets. The protection of an incorporated company would reduce the effect of general economic trends in the theatre industry and was quite consistent with the way the Shuberts carefully guarded their personal assets throughout the period 1900-16. The eternal nature of the corporation would definitely appeal to the brothers as they wanted to leave their mark on theatre in New York and North America generally.⁷

The purpose of the corporation covers just over two pages in the articles of incorporation and is fairly inclusive of all the possible amusement activities the Shuberts could get involved in. Included are the following statements:

To encourage and cultivate a taste for musical and dramatic art in the United States and elsewhere; to erect, purchase, lease, own, hold and maintain theatres, opera-houses and similar places of amusement and office buildings in connection therewith.... to acquire, manage, direct or produce in the United States or elsewhere operas, dramas, stage plays, operettas, burlesques, vaudevilles, ballets, pantomimes, spectacular pieces, promenade and other concerts and other musical and dramatic performances and entertainments; to employ composers, librettists, playwrights, dramatists, singers, musicians, actors... to acquire, own, hold and dispose of plays, copyrights and dramatic and musical productions... to acquire all necessary costumes, scenery, properties, musical and dramatic libraries... to establish, acquire, maintain, manage, direct and develop booking agencies for the production and presentation of dramatic and operatic performances...⁸

In practice, Sam S. and Lee Shubert, Incorporated, held the theatres that the Shuberts owned themselves. Occasionally, a show company would be formed by Sam S. and Lee Shubert, but it would be "sold" to the Shubert Theatrical Company, which

oversaw almost all of the Shuberts' production companies. For example, in January, 1909, Sam S. and Lee Shubert formed a company to present the musical *Havana*. After five weeks on the Sam S. and Lee Shubert organizational charts, the company was moved to the Shubert Theatrical Company charts to join the other twenty-four productions already on their roster.⁹

This interesting technique of selling a production from one Shubert company to another is displayed in the minutes for two executive meetings that took place early in 1905. A meeting of the board of directors of the Sam S. Shubert Amusement Company (the precursor of Sam S. and Lee Shubert, Incorporated) took place on January 9, 1905 with the three directors of the company in attendance: Lee Shubert, Sam S. Shubert and J. W. Jacobs. Sam Shubert had just completed preparations for the opening of the Lillian Russell Opera Company's production of *Lady Teazle* (a musical based on Sheridan's *The School for Scandal*, starring Lillian Russell). Sam proposed to sell the *Lady Teazle* company to the Sam S. Shubert Amusement Company for \$20,000, but only after the assets of the company were examined by a committee appointed by the board of directors. Lee Shubert moved that the matter be adjourned to a committee, and Sam left the room. Lee appointed a committee of one, himself, to examine the assets of the company and judged that the property was worth the sum that Sam had asked for. Lee moved that the production be bought for \$20,000 worth of stock. The motion was unanimously accepted and the secretary authorized to issue the stock.¹⁰ A special meeting of the directors of the company took place six weeks later to confirm that the assets of the *Lady Teazle* company had

been transferred to the amusement company. Only Lee Shubert and J. W. Jacobs were at this meeting.¹¹ By selling the production company to the Sam S. Shubert Amusement Company, Sam was able to legally transfer company funds into his own private holdings. Since Shubert companies had stock holders other than the brothers and paid regular dividends on outstanding shares, the technique of selling properties to the company for stock would allow the brothers to withdraw some funds from the company and keep them within the family rather than leaking to outside investors. Beyond the financial aspect, this transaction is an interesting example of how the Shuberts could manipulate their corporation from within. Lee Shubert would put this almost dictatorial control to work when carving the Shubert empire out of investors' funds. One also has to wonder if during these meetings, especially when a "committee" of one is struck, the directors of the company could keep a straight face.

On October 5, 1905, only a month after founding Sam S. and Lee Shubert, Incorporated, the brothers founded The Shubert Theatrical Company. The initial capitalization of the company was \$300,000 divided into 3,000 shares with a par value of \$100.¹² Why the Shuberts founded two corporations at this time is not clear. The purpose of the second corporation reads much like the purpose of the first, covering theatre and office construction, acquisition and creation of stage plays and other entertainments, purchase and construction of production elements such as properties or costumes, and conducting any business pertaining to entertainment or amusement. The duration of both corporations was to be perpetual. The Shubert Theatrical Company in reality was more of a holding company with stock in a

number of production companies and theatrical holdings. The Sam S. Shubert Booking Agency was perhaps the most important subsidiary of the Shubert Theatrical Company as it conducted booking transactions for all the Shubert and allied non-Shubert theatres and companies. Today, business interests are sometimes split into different corporations for organizational or tax reasons; however, even with the less stringent tax laws of the turn of the century, the Shuberts still founded two corporations, both with the same board of directors (Lee Shubert, J. J. Shubert, J. W. Jacobs, C. A. Bird, Sol Manheimer and William Klein) and with very similar purposes. Both corporations were expanded over time with new stock offerings to bring more funds into the companies. There are some possible reasons why the Shuberts divided their assets between two companies. In practice, Shubert Theatrical controlled production companies and held theatre leases, while Sam S. and Lee Shubert owned theatres and real estate. Since Sam S. and Lee Shubert held real property, their initial purchases would lead to large capital losses and possibly a deficit situation. While, in the long run, theatres and property would be more valuable than a road company or temporary theatre lease, the resulting debts from the initial purchases of Sam S. and Lee Shubert might have endangered the almost instant profits of Shubert Theatrical. By separating their holdings between the two companies, the brothers could retain working capital from Shubert Theatrical while guaranteeing their debts in Sam S. and Lee Shubert through real holdings. The reason for shifting a profitable show from Sam S. and Lee Shubert, after the initial capital disbursements had been made, would be tied to keeping Shubert Theatrical profitable

because it could not guarantee its debts with real properties. However, if the show had lost money or closed quickly, the loss would be felt in the deficit company, Sam S. and Lee Shubert, and not in the profitable Shubert Theatrical.

The liaison between Shubert Theatrical and Sam S. and Lee Shubert was formalized by a contract dated February 15, 1911.¹³ This contract is a fairly standard booking contract calling on Shubert Theatrical to supply companies for the Sam S. and Lee Shubert theatres with a fifty-fifty profit-sharing clause. Of interest are the legal signatures of the presidents of both companies at the end of the agreement. For both companies, Lee Shubert signed as president. While the two companies were legally separate, they were both controlled by the same person. The negotiation of this contract would have required only Lee Shubert and a lawyer to witness the document.

The last major Shubert corporate event of the period was the reorganization of the Shubert Theatrical Company of New York (1905) into the Shubert Theatrical Company of New Jersey in 1911. The articles of incorporation for the 1911 company were published in a booklet of over one hundred pages.¹⁴ While its purpose stayed the same, the new corporation took control of a number of sub-leases and subsidiary companies that did not exist at the original founding. In a series of schedules and exhibits, a listing was given of the company's new assets (see Appendix D). Amongst these assets were stock holdings in fourteen other companies including the Sam S. Shubert Booking Agency, five producing organizations, eight theatre maintenance companies and one import company. The Theatrical Company and its subsidiaries

controlled the leases of sixty-eight theatres. Also included were seventy-two fully equipped road companies and one hundred and six contracts with composers and authors for specific scripts and scores. The company also held contracts for over twenty-six named stars of some stature. Formal contracts were made to assign subsidiary companies over to Shubert Theatrical (1911) noting the legal name of the property, such as the Boyd Theatre in Omaha or the Auditorium in Baltimore, and that it was transferred with no compensation from its previous owner. In most cases the Sam S. Shubert Booking Agency.

The new corporation was probably formed in New Jersey due to the state's less stringent corporate laws. At the time, the most popular states for forming corporations were New Jersey and Illinois. At the turn of the century New Jersey had attracted "nearly all corporations doing business in New York."¹⁵ There were many advantages of doing business in New Jersey:

- Incorporation fee 1/50 of 1% of the par value of capital stock
- Annual tax 1/10 of 1% of the par value of capital stock
- charter could be obtained for any business or purpose
- only one director needed to be resident in the state
- amount of capital stock unlimited
- no liability on part of stockholders for corporate debt
- property and property rights could be basis of stock issue.¹⁶

The most direct results of moving to New Jersey were the reduction of taxes and the further reduction of Shuberts' liability for business losses. The move to New Jersey was in accordance with the larger business trends of the day. By 1901, out of all the corporations in the United States, sixty-six percent of firms with \$10 million of capitalization and seventy-one percent of firms with \$25 million of capitalization

were incorporated in New Jersey.¹⁷

Even after the Shuberts consolidated their holdings into the Shubert Theatrical Company, they still continued to form new corporations as business ventures with new partners. For example, less than a year after Shubert Theatrical was reorganized, the Shuberts entered a partnership with Oliver Morosco and John Cort to form the Pacific Producing Company to create and equip production companies.¹⁸

Outside of the core documents that contain the organizational clauses of the root Shubert corporations lie a plethora of contracts and other documents that detail the many sources of income the Shubert companies had available to them. Perhaps the most important types of contract are the agreements between the Sam S. Shubert Booking Agency and outside theatres to book attractions. These contracts gave the Shubert production companies a place to play on the road and served to benchmark the size of the Shubert empire by giving the Shuberts exclusive control of theatrical real estate, even if only for a limited time.

3.2 Booking Contracts

Booking contracts for both the Syndicate and Shubert organizations contain a number of similar provisions. In every contract, the corporation is named as the sole and exclusive booking agent for the theatre for a minimum number of weeks, usually between thirty-five and forty-two (stretching from September to the following summer). During this period the theatre was not to accept bookings from any other source unless the corporation notified them that they could. The theatre was usually

provided with some protection as well. The corporation guaranteed that it would book only at the contracted theatre in a certain geographic area, usually a city or town. The exclusive nature of this clause protected the theatre in two ways. First, it guaranteed that the booking agent would not provide companies to other theatres in the city and thereby create competition. It would also allow the theatre to bill itself as the exclusive host of Shubert or Syndicate (usually Klaw and Erlanger or Charles Frohman) productions. The New York/cosmopolitan connection was desirable as it lent an air of sophistication to the theatre and helped draw audiences through the gate. For example, a clause typical of this arrangement appears in a 1906 agreement between Oliver Morosco of Los Angeles and the Shubert Theatrical Company:

It is clearly understood that the parties of the second part [the Shubert Theatrical Company] will book with the party of the first part at his Theatre exclusively, all attractions which play or appear in the City of Los Angeles during the term of this contract, owned, managed, controlled or booked by the party of the second part or Lee Shubert or Jacob J. Shubert or any corporation controlled by Lee Shubert or Jacob J. Shubert.¹⁹

There are two other clauses common to all contracts. First is a disclaimer that the contract served only as an agreement for services and not as a declaration of co-partnership. This clause was inserted to protect both parties, but particularly the booking agent, from any liabilities contracted by the other party. The second clause is a schedule of the division of profits or payment of fees for the booking service. The terms named in these clauses vary wildly from one contract to the next. The highest booking fee found occurs in a contract between the Eighty-Sixth Street Theatre and the Sam S. Shubert Booking Agency from February, 1909.²⁰ This contract entitled the

booking agency to fifty percent of the net profits of the theatre. However, it also made the booking agency responsible for fifty percent of the losses of the company resulting from booking (as opposed to capital improvements or other house expenses). In other contracts, the rates vary from five to thirty percent of the profits; some contracts name a set annual fee. However, since the majority of the attractions supplied to the theatres were Shubert- or Syndicate-controlled companies, the two corporations would also have reaped an additional portion of the profits as the company owner. Finally, additional clauses provided for contract extensions such as procedures for a change of theatre ownership, and/or provisions for the parties to withdraw funds beyond their share of the profits to maintain their office organizations.

3.3 Road Companies

The booking agency and the road theatre made up two parts of the organizational triad of touring theatre. The third was the production road company itself. While the large majority of companies were supplied by the Syndicate and Shuberts for their respective houses, there was also a number of lesser producers such as William A. Brady, David Belasco, Gus Hill or Sullivan, Harris and Woods, who booked with one side or the other. All productions, whether Syndicate, Shubert, or otherwise, generated numerous contracts and documents. These items can be loosely divided into three groups: pre-tour, on-tour, and post-tour. Contained in the pre-tour group are all the contracts concerned with the acquisition of the play and the formation of the road company. Included in this group are contracts for authors'

royalties, acquisition of production elements (including sets, costumes, and performers), as well as routing schedules. On-tour contracts are solely concerned with individual road theatre bookings. Post-tour documents are limited to licencing and stock rights which give some idea of how productions continued to make money long after the original road company disappeared.

3.4 Play Acquisition

The first set of pre-tour documents is concerned with play acquisition. The Shuberts produced plays by North American, European and British playwrights. North American plays were usually acquired by personal contact with authors known to the producers or through trusted agents representing authors (few plays sent to the producer's office by an unknown were used), but to find plays in Europe and Britain agents "on the ground" were required. To this end the Shuberts had a full-time agent in Germany, were in continuous contact with play brokers overseas, and made numerous personal trips to England to view and purchase productions in London.

The Shuberts' German agent, Gustave Amberg, wrote J. J. Shubert quite often. In his letters he discussed plays that the Shuberts might want to option for North America as well as what the opposition's agents were up to. In a three-page letter from February 4, 1909, Amberg lists over seventy operettas, musicals and plays with annotations covering quality and royalty prices.²¹ Three months later, on May 22, 1909, Shubert wrote Amberg with instructions about many of the plays, such as

The Hawk: I wish you would let me know what you can buy this piece for outright. If I can get it cheap enough may arrange to buy it. Cable me at once upon receipt of this letter.²²

Although Amberg's letter does not mention it, he must have sent translated scripts along with his recommendations. When the rights to a non-English-language play were acquired, the contract would usually stipulate that a translation be supplied. In a contract for the operetta "Die Juxheirat," composer Franz Lehar's agents (parties of the first part) agreed to deliver to the Shuberts

an English translation of the stage manuscript promptbook and one piano score, as part fulfillment of the provisions of this contract, said English translation having the preliminary title "Marriage in Sport."²³

Some of the plays Amberg discovered, such as *Girls* and *The Blue Mouse*, did well in North America. Amberg noted in a June 11, 1909 letter that at least six other foreign agents were present in Berlin and that "[t]he agent of Erlanger tells the author [of *Wanderfalke*, a play the Shuberts wanted] and agent here that 500,000 dollars - such a bluff - [that] you have made out of *Blue Mouse*..."²⁴ Erlanger's agent's actions show that the battle for supremacy in North American theatre even spilled over into Europe.

Another way North American audiences saw foreign plays was when producers booked major European stars to come and tour the continent with their entire companies and repertoires. In a contract dated June 23, 1905, the Shuberts agreed to manage Sarah Bernhardt on her 1905-6 tour. Bernhardt agreed to furnish the entire productions (bringing with her full casts, sets, costumes, etc.) of the following works:

- *Angelo* (Victor Hugo)
- *La Sorcière* (Victorien Sardou)
- *La Tosca* (Victorien Sardou)

- *Adrienne Lecouvreur* (adapted from A. Scribe by Sarah Bernhardt)
- *La Dame aux Camelias* (Alexandre Dumas, fils)
- *Magda* (H. Suderman)
- *Sapho* (A. Daudet)
- *La Femme de Claude* (Alexandre Dumas, fils)
- *L'Aiglon* (Edmond Rostand)²⁵

Other than Ibsen, who was commonly presented by Minnie Maddern Fiske, Alla Nazimova and others, the above type of contract was the main way North American audiences saw continental European dramatists. Other European artists also brought their signature pieces; Eleanora Duse, for example, brought *La Dame aux Camelias* and the plays of Gabriel D'Annunzio.

After a play was discovered and the possibility of a production expressed to its author, or an established playwright was commissioned to write a play (many times for a particular star), a contract outlining royalties and licensing rights was created. Most existing contracts concerning the acquisition of plays have six or seven clauses in common. First is a statement of the intention of a producer to acquire the exclusive rights for presenting a play (I use play to denote either a musical entertainment or a straight play) in the United States and Canada and a duration for which rights were desired. In some contracts, the production rights for other countries might be mentioned, but the large majority of Shubert contracts were concerned chiefly with North America. The main clause of all contracts outlined the amount of royalties due when the property was performed. Usually, the author would be granted an advance on potential royalties of somewhere between \$100 and \$2,000, depending on that individual's professional standing. This amount was usually forfeit by the

producer if the play never reached the public or if the play was not produced within a set time limit. The majority of authors' royalties were calculated on a sliding percentage scale. Playwrights would receive from three to five percent of the weekly gross receipts on the first \$4,000 to \$6,000; between five and seven and a half percent on the next \$2,000 to \$5,000; and seven and a half to ten percent on amounts beyond that. Lesser known authors, such as the French trio of Maurice Ordonneau, Paul Gavault and Victor Roger in their contract with Charles Dillingham in 1902, would accept a single percentage: in Ordonneau et al.'s case, four percent of the gross weekly receipts.²⁶

For Augustus Thomas, a very "bankable" author in 1907, the royalty rates would be higher: ten percent of gross receipts to \$6,000 and fifteen percent on amounts over that. Thomas was commissioned to write a play for the Shuberts on November 14, 1907:

Whereas the party of the second part [Thomas] is a dramatist and playwright, and the party of the first part [Shuberts] is a theatrical manager and producer of plays and is desirous of producing a play written by the party of the second part as hereinafter provided, and

Whereas, the party of the second part has agreed to write a play for the stage presentation by the party of the first part, in which John Mason, Esq., is to appear, and agrees to exert his best efforts and ability for the purpose of making said play a success.

In addition to the royalty schedule noted above, Thomas' contract also provided for the Shuberts to pay him a \$1,000 advance and fifty percent of the net profits at the end of any season in which the play was presented.²⁷

Similar provisions are spelled out in a contract between Henry Arthur Jones

(another popular author) and Klaw and Erlanger :

Whereas: the parties of the second part [Klaw and Erlanger] are desirous of producing a play by Henry Arthur Jones, and

Whereas: the party of the first part [Jones] is willing to write a play for production by the parties of the second part.

Jones was also granted an advance of \$750 as well as royalties on the weekly gross receipts of five percent of the first \$4,000; seven and a half percent of the next \$2,000; and ten percent of amounts over \$6,000.²⁸

One variation that could occur in this formula was if the play had been commissioned for a particular performer. In 1908, Harrison Grey Fiske signed a contract with Edward Brewster Sheldon to allow him to star his wife Minnie Maddern Fiske in Sheldon's play, *Salvation Nell*. If Mrs. Fiske played the part, Sheldon received five percent of the first \$10,000 and ten percent on amounts over \$10,000. If another actress played the part, Sheldon received five percent of the first \$6,000; seven and a half percent of the amount from \$6,000 to \$8,000 and ten percent on amounts over this.²⁹ Obviously, the potential for Mrs. Fiske to draw larger audiences was recognized in that Sheldon demanded additional amounts if another actress played the part. Royalty amounts would also vary from producer to producer or depending on how successful a given author had been in the past. Associated with the royalty clause, and sometimes contained within it, were the details of how and where the author's share of the proceeds was to be paid. Usually this clause would name the author's agent and what percentage of the author's share the agent would get.

The contract usually contains a deadline clause. Two deadlines are commonly laid out here, one for the delivery of a manuscript if the play was as yet unwritten and one requiring the producer to perform the play by a certain date. Penalties could be assessed if these deadlines were not met. Two clauses which share almost universal wording are concerned with artistic credit and minimum standards of production. Each contract require the author(s) to be identified prominently in all advertising and programmes. The wording of the "minimum production standards" clause is usually as follows:

6. The said party of the second part [the producer] agrees that should he produce the said play to produce it in a first class theatre, in a first class manner and with a first class cast.³⁰

An author of high standing might have final approval of the cast and production elements. Playwrights such as Clyde Fitch, George Bernard Shaw and Henry Arthur Jones had direct control over all facets of the production of their plays.

According to the majority of contracts, the manuscript of a play could not be changed without the author's approval. However, if the producer did make changes or introduce new songs or any other interpolations, these became part of the script and belonged to the author when the contract ran its course. The final clause in most contracts outlines how it could be breached, the agreement dissolved, the property returned to its author, and any possible monetary repercussions arising from the breach.

Other miscellaneous clauses cover stock rights, international rights, contract extensions, copyright, publishing rights or the minimum number of times the play

must be performed per year to validate the contract for the following year. Royalty agreements were also made for individual songs to be used in whatever production the producer desired. These contracts gave exclusive rights to the producer to use the song in a production and sell sheet music of the song. Royalties paid to the composers were usually based on the number of sheets sold and commonly ran between 2¢ and 5¢ per sheet. While this amount may seem somewhat low or its manner of calculation unpromising, considerable sums of money could still be made. In March of 1905, the Shuberts sold the license for the song "How Would You Like to Spoon With Me" by Edward Laska and Jerome Kern to the T. B. Harms Company at a royalty of four cents per sheet. Six months later, on September 30, an invoice from Harms notes that in the last three months the song sold 17,351 copies for a net royalty of \$867.55.

3.5 Performer Contracts

With the play in the producer's pocket, the next step would usually be to acquire a star and the balance of the cast. In some cases, the script was purchased or written with a particular star in mind. On the other hand, it might be an ensemble piece requiring lead performers, but not expensive stars. Some stars, such as Alla Nazimova, Sarah Bernhardt or E. H. Southern and Julia Marlowe, would be signed to appear in repertory, and particular plays might not be mentioned or associated with their contracts.

In general there were two types of contracts. For most performers, a standard contract covering a single season and play was the norm (see Appendix E). For more

important performers requiring special provisions in their contracts, a custom document was prepared. This type of contract could vary widely from one star to the next, but still contained all the elements of the standard contract.

In the decade following the First World War, beyond the term of this study, contracts would become even more standardized with the establishment of Actors' Equity and its "Producing Managers' Association-Actors' Equity Association Minimum Contract" as well as the institution of the Chorus Equity Association covering musical performer contracts. Many of the provisions found in the Actors' Equity and Chorus Equity contracts were found in the standard contracts used in the first decade of the century except for performer rights. Of course, the exclusion of certain rights (such as being paid for rehearsal time) lay behind the actors' strike of 1919 that finally forced producers to recognize Actors' Equity and use their standard contract. However, for the purposes of this study, I will examine clause by clause the standard contracts used by Klaw and Erlanger and the Shuberts, then discuss some of the differences encountered in custom contracts from the period.

While the language varied and the division of information between clauses was different, both Shubert and Syndicate contracts contained essentially the same provisions. The first and fifth clauses of the Shubert contract and the first and sixth clauses of the Syndicate contract contained the heart of the agreement. Within these clauses were the name of the production, its opening date, the weekly remuneration due to the performer and a standard transportation clause. While the first three items are self-explanatory, the transportation clause is not.

The producers agreed to pay for the day coach rail ticket for all performers. If the company was making an overnight trip, the performer was responsible for arranging and paying for any sleeping accommodations beyond the coach seat. The performer was also responsible for arranging transportation from the train depot to the theatre. In addition, the Shuberts allowed the performer to transport 150 pounds of baggage and the Syndicate 200 pounds of baggage for free. These figures roughly corresponded to the amount of free space the railroads allowed theatrical parties in addition to space for sets, props and costumes. The producers also agreed to pay for the performers' rail travel from New York to the starting point of the tour (if other than New York) and from the closing city back to New York. Associated with the transportation clauses were the cancellation clauses. All parties had the right to cancel their contract on one or two weeks' written notice (on the Syndicate contract clause five and on the Shubert contract clause ten). The penalty for the producers' cancellation was rail fare for the performer back to New York. However, in the case of a performer's cancellation, individuals would not only have to fund their own ticket but also, in the Shubert contract, "all railroad fares and other necessary expenses incurred by the party of the first part in obtaining a successor to the party of the second part." The Syndicate version was worded differently, but demanded the same concessions: "[the performer] agrees to pay the parties of the first part the railroad expenses of [the performer's] successor to join the company."

Clause two of the Shubert contract and seven of the Syndicate contract guaranteed the producer the exclusive services of the performer during the entire

duration of the agreement. The Syndicate contract went on to require the performer to be available on time at all rehearsals and company departure points throughout the season. In the Shubert contract, this requirement was contained in clause nine.

By signing the Shubert contract, the performer waived any rights to sue the producer for damages from the loss of costumes or property of any type or from personal injury for any reason. The Syndicate contract had no similar provisions.

An issue that crops up in most managerial correspondence between the company and home office is whether a performer was due full pay in the week before Christmas and Holy Week (normally times of lower box office returns). Both standard contracts required the producer to pay only half salary for performances during these times and the Shubert contract also entitled the producer to lay the company off without pay. While these clauses seem to be self-explanatory, their inherent unfairness continually caused performers to appeal to the producers to pay full salaries for these weeks if the companies continued to perform. The first Actor's Equity contract addressed this issue and entitled performers to full wages in these weeks.

Both contracts required the performers to obey the representative of the producers on the road (usually the company or stage manager). The company manager was entitled to set fines for contravening company regulations and to withhold such sums from the performer's weekly salary. Appeals to have these fines forgiven also made up a good portion of the correspondence between company members and the home office. While some of these appeals were granted, many

times the home office refused to become involved in company discipline, instead leaving the matter in the hands of the company manager.

Both contracts required the performers to attend rehearsals, either before or on tour, without compensation. The Syndicate contract also empowered the producers to dismiss the performer at any time during the pre-tour rehearsal process without compensation if they were dissatisfied with the performer's progress in rehearsal (Clause nine). The clauses regarding rehearsals were considered quite onerous by performers, especially in the second case mentioned above. Unfortunately, the large majority of the opportunities for work in any given theatrical season resided with the Shubert or Syndicate organizations, and therefore the performers had little choice but to sign with one or the other. An analysis of standard contracts shows that, at the day-to-day level, the workings of the Shubert and Syndicate machines differed only slightly.

Since Shubert and Syndicate custom contracts for featured performers differed little as well, the gulf between the terms of the journeyman performer and the featured performer was wider than between stars of the two competing organizations. The main enhancements of the star contract were concerned with salary and profit sharing, transportation and other rights such as choice of repertoire and final approval of casts. The contracts can be loosely divided into three groups: those engaging a star for a particular play; those engaging the personal services of a performer for a number of seasons with no distinct, single play mentioned; and those engaging a star along with that actor's own company and repertoire.

Contracts between a producer and a star for a single, distinct play were quite common. For example, Lillian Russell was engaged by Sam Shubert in 1904 to perform in the musical comedy entitled *Lady Teazle*. Russell was to receive a weekly salary of \$700 as well as fifty percent of the net profits of the play with no responsibility if the play should incur a loss. She was to be furnished with nightly box-office receipts and the profit distribution was to be settled at the end of every week. Russell was also entitled to a state-room or parlour car seat on all rail journeys, rail fare for her maid, and a carriage from the train station to the theatre. Her contract also gave her final approval over the cast of the play and the right to the star's dressing room in all theatres. The Shuberts agreed to start the season in New York on December 1, 1904, and to run the play there until the weekly receipts fell below \$7,000 for two continuous weeks.

When the receipts did fall below that level, the Shuberts had the right to take the show on the road to larger "week stand" cities such as Chicago, Philadelphia, Boston, Pittsburgh and Washington. This particular clause reflects both the desire of the star to stay in New York for as long as possible, so as to be in front of the media and what was thought of as the most discerning audience, and the producers' desire to get the show on the road where profit margins were higher. While a New York run added to the lustre of a touring company and was very necessary for its success on the road, the production did not have to remain in the city for long or be financially successful there before being billed on the road as "Direct from New York." This type of clause is quite common in many star contracts and underlines the dichotomy

between the star and company gaining prestige from playing in New York and the enhanced profitability of the company playing on the road. Even where the stars had a share of the profits, they usually wanted to remain in New York as long as possible. If the season was profitable, another clause allowed for the contract to be renewed for the following theatrical season. The final clause of Russell's contract allowed for the Shuberts to withdraw \$1,000 from the weekly gross until all production costs were paid before any profits were divided.³¹

A Syndicate contract between Klaw and Erlanger and Fay Templeton from August, 1904, contains many of the same provisions as Lillian Russell's contract with the Shuberts; however, no single play was mentioned in the contract. Templeton was engaged to play in a number of roles for three theatrical seasons, but she had final say over which roles she would perform. She was entitled to \$600 per week and twenty-five percent of the net profits as well as a drawing room in a sleeping car and a lower berth for her aunt whenever travelling. Her "New York residence clause" was slightly different from Russell's in that it allowed Klaw and Erlanger to take her out of the city for no longer than three months at a time unless long runs were booked into larger cities, such as Philadelphia, Boston, Chicago or San Francisco. This contract also engaged Templeton to play in Klaw and Erlanger's Aerial Gardens over the New Amsterdam Theatre during the summer season for \$500 per week with no share of the profits.³² Templeton's contract could be seen as more of a "personal services" contract, with little definition given to what she would actually perform. She agreed to place herself at the disposal of Klaw and Erlanger for the life of the

contract whereas Russell would only perform in *Lady Teazle* during the tenure of her contract with the Shuberts.

While contracts for single plays and personal services were made with both European and North American performers, contracts with actor-managers (including their entire companies) were usually made only with overseas visitors. Although each contract of this type did cover many more performers, much of the content was the same as in the other two contracts. In August, 1906, Johnston Forbes-Robertson signed a contract with Klaw and Erlanger to bring a company from London to perform George Bernard Shaw's *Caesar and Cleopatra*. At Klaw and Erlanger's expense, Forbes-Robertson was to form and rehearse the company and procure all props, scenery and costumes for the production. His wife, Gertrude Elliot, was also to join the company, but was to be paid a joint salary of £75 per week with Forbes-Robertson. The rest of the company's salaries were not to total more than £500 per week. Forbes-Robertson was also entitled to fifty percent of the profits at the season end. The company's travelling expenses were to be paid by Klaw and Erlanger with Forbes-Robertson and his wife receiving first class accommodations on steamships and state rooms on all rail cars. Further clauses allowed for the contract to be renewed if the tour was a success and for the repertoire to be changed if Shaw's play was not well received.³³

Actor-managers in the British tradition commonly toured North America. The most prominent actor-manager to tour in the period was Henry Irving. In his eight tours of the continent he covered many thousands of miles, travelling from the East

Coast of the United States to the West Coast and throughout Canada. Irving carried his entire productions, acting company and some technicians. Initially Irving tried to tour on the grandest scale; however,

by the time they reached Philadelphia, Irving and his lieutenants realized the impossibility of attempting the tour on such a scale. He therefore abandoned and sent back to New York twenty-seven cloths, eighty flats, sixty wings, twenty set pieces and twelve framed cloths. To make up for this loss he gave orders in advance to carpenters and scene painters in each city to prepare such scenery as was necessary to fill these gaps and could be contained in the limited stage space of their particular theatres.³⁴

Irving brought his most familiar works, such as *The Bells* and *The Lyons Mail*, with him as well as a few Shakespeares and some other Irving premieres such as *Becket* and *Dante*. The actual plays he brought are not as important as the fact that he brought an established repertoire with him and played them in repertory, which made the configuration of his company quite dissimilar from the majority of the touring companies which were specialized combinations created around a single play.

Another actor-manager who toured in the style of Irving was Sarah Bernhardt. In the case of her 1905 tour arranged by the Shuberts, she was to bring a number of plays (noted above) on her tour and play them in repertory at her discretion. However, instead of the producers paying the company directly, the Shuberts paid Bernhardt \$900 per week plus thirty percent of the box office gross over \$1,800. She then paid her entire company out of these funds. The Shuberts still paid for all travelling expenses of the company to and from Paris and on the road with first-class accommodations for Bernhardt and others of her company that she designated.

Bernhardt also agreed to play in Havana during the tour and the Shuberts agreed that if Bernhardt wanted to return to Paris via Buenos Aires, they would pay for the detour. The contract with Bernhardt entailed much less risk for the Shuberts than the contract between Forbes-Robertson and Klaw and Erlanger, for their initial outlay was limited to an advance of 75,000 francs (about \$15,000), which they would recoup at the rate of 1,000 francs per performance after the sixty-sixth performance, and travelling expenses. Klaw and Erlanger agreed to pay for the entire production of *Caesar and Cleopatra*, which they would not see until after rehearsals were completed and the company was due to open. Furthermore, Bernhardt was a proven box office success while Shaw and Forbes-Robertson were less well known (but of course not unknown). The tour that Bernhardt's contract covered was the famous "circus tent" tour which the Syndicate attempted to halt by denying her theatres in many towns. While I do not have all the box-office grosses for the tour, *The Theatre* reported that Bernhardt averaged \$4,000 nightly including a single box office take of \$9,984 in Kansas City in front of 6,543 persons.³⁵ Bernhardt received thirty percent of the box office gross over \$1,800 nightly.³⁶ If she played eight performances a week, her weekly share of the receipts would equal about \$4,000 (the Shuberts' share, of course, was much larger – around \$28,000).

Even after the formation of Actor's Equity, star contracts continued to be written and changed little into the twenties. Stars who received a percentage of a play's profits could make great sums. However, no stars relied exclusively on a percentage of the box office; they always received a weekly salary in addition to the

payment of most of their expenses. While ordinary performers made much less, they could still make a decent, if at times difficult, living on the road. The danger of getting stranded far from home still existed but, since most tours were backed by the large organizations of the Syndicate or the Shuberts, that seldom occurred in the first fifteen years of the twentieth century. There still were many independent companies on the road after the turn of the century and the danger of managerial abandonment was very real, but that was unlikely in the larger organizations with their larger cash reserves. However, performers still were forced to work many hours without pay (at rehearsals, both before and after opening); they could be dismissed at the whim of the producers with little recourse for registering a grievance; and had to submit to the often very strict moral and behavioural codes that road managers forced on their companies. Other stage staff were even worse off than performers, receiving smaller amounts of money and no public recognition, which made them very disposable. Whereas some performers were so well liked by the public that the manager could not afford to lose them, stage staff did not have this protection.

3.6 Director Contracts

The responsibility for “staging” a piece was normally given to a director, stage manager, star performer or taken over personally by the producer. Daniel Frohman defines a good stage manager as:

not merely a monitor who directs the actors in their movements, who tells them when to come on, how to make an effective stroke, and how to create a “situation.” He must possess creative and interpretive powers... A good stage manager must be a close observer of life. He must sympathize with the aim of the author and understand how to

develop and graduate the scheme of the play with such truth and effective detail as to build up the climaxes with skill. He has to invent co-relative "business."... While a stage manager may not be an actor, he will be able, if he has the correct instinct and knowledge, to convey every subtlety and shade of expression necessary to the actor.... While a good play cannot be killed altogether by imperfect stage management, it can be made so effective in all its phases by judicious handling that no doubt need exist of its merits, while its shortcomings can equally as well be skillfully mitigated.... On the other hand, a play is not always complete after its first performance. Clever stage management, too, has frequently turned apparent first-night failures into success.³⁷

Frohman was essentially describing the role of stage director as we conceive it today.

A producer who often personally assisted in the direction of his productions was Charles Frohman, Daniel's younger brother. John Drew, in his autobiography *My Years on the Stage*, wrote that for the production of *The Masked Ball*, "Frohman came to rehearsals himself, and he did a good deal of the directing. Often he made suggestions; and good ones, but he never assumed the job of general stage director or producer."³⁸ In fact, Frohman appointed another man, Joseph Humphreys, to be his general stage director.³⁹

In the case of *Havana*, a musical comedy the Shuberts produced in 1908, they engaged Ned Wayburn to supervise staging. The hiring of Wayburn is interesting because in an article from *The Theatre* in July, 1906, he is described as working mostly for Klaw and Erlanger in the "management of chorus girls."⁴⁰ While it is not surprising that he was hired to work on a musical production, he must have jumped the Klaw and Erlanger ship or gone independent sometime in the two years between the article in *The Theatre* and the production of *Havana*. Wayburn was to be paid

\$1,000 divided into five equal installments and compensation at the rate of \$500 per week if required after the initial rehearsal period. He was also entitled to equal billing with the composer of the piece and exclusive credit for staging the musical in all programmes, billing and advance notices.⁴¹ Many stars, such as Sarah Bernhardt, Alla Nazimova, Nat Goodwin, and so on, would stage their own productions with help from a stage manager who acted more as a book-keeper. While the producer was selecting and signing his stars and cast, he was also submitting designs and orders for costumes and set pieces.

3.7 Design and Construction Contracts

The present-day positions of costume, set and lighting designer were non-existent in the Shubert and Syndicate organizations. Many designs were interpreted from the script by artists, usually with direction from a producer, who created models or renderings that were sent to a specialized theatrical construction firm to be built. Using artists as designers was similar to the way nineteenth-century actor-managers acquired scenery and still worked for new productions put on by the Shuberts or Syndicate. However, while the actor-managers of old were creating a limited number of productions for a new season, the Shuberts and Syndicate were preparing literally hundreds of companies to go on the road. To launch many of these productions out of New York economically, older scenery which satisfied merely generic scene requirements (such as a forest or similar outdoor scene) would be taken out of storage. The Shuberts maintained a scenery storage facility in Hoboken, New Jersey. Regular correspondence between the home office and the manager there noted the

movements of a great deal of stock scenery around the country.

In a letter dated November 22, 1909, from Charles Bird to Sidney Ascher, the manager at the Shuberts' Hoboken scenery storehouse, the scenery requirements for two companies are noted:

The Roberts Company wants the second act of "Gloria," together with the properties, which are stored in the Sothern [sic] storehouse, and also the new set built for [actress Alla] Nazimova called the transformation and designated as the little interior.

For the Lottery Company which opens a week from Monday night at the Bijou the second act set of the [Lulu] Glaser show, which is the black interior, tapestry set, together with furniture, and fire place, the latter of course to be taken care of from the storehouse.⁴²

The mixing and matching of sets from different productions was merely a continuation of the time-honoured tradition of employing stock scenery. While some productions did have new scenery built for them, many, especially revue-type shows or Shakespearean productions, would use recycled sets to maximize potential profits. For most productions, the scenery would be stored at the end of the season and brought back out in the following August or September. Three to four months before the season was to start, the storehouse was warned to begin work on pulling sets for productions that would tour again:

Next season the following productions of this season's shows will tour:- "Marcelle," "Hamlet of Broadway," "Havana," "Mlle. Mischief," "Witching Hour" Numbers one and two [duplicate companies], "The Bachelor," "Going Some," "The Blue Mouse" Numbers one and two. The additional ones I will keep you informed of. Whenever an opportunity presents itself you can start work and get all of the above in shape. After this is done keep them intact so they can be readily handled.⁴³

Sometimes, in the case of costumes, a prominent dressmaker might be employed to produce costumes based on an author's or producer's specifications, again, usually based on an artist's renderings. Lighting was often left up to the electrician on the ground who would work mainly with equipment found at the local touring house. Some specialized equipment for special effects might be required by the director or producer; this would be rented for the season and carried with the company.

When design decisions were finalised, the actual construction was put up for bids to sub-contractors. Amongst these sub-contractors were costumers, wigmakers, shoemakers, scene construction shops, scenic artists (for scenery painting), fireproofing companies and engineers for special effects such as flight harnesses. For the *Glorious Betsy* company in 1906, scenic models were created by the Young Brothers and Boss Studios and sent to the Ormston Scenic Construction Company for an estimate. An agreement was reached between the producer (James K. Hackett, working with the Shuberts) and the construction company for an interior and exterior scene as well as two stage cloths, tarpaulins and fire proofing for \$850.⁴⁴ Two bids were received for the painting of the scenery: one from the design studio and one from H. Robert Law, scenic artist. Young Brothers and Boss quoted a price of \$1410 for the work and Law quoted \$1000. Law's bid was accepted.⁴⁵

The Shuberts commonly used the firm of J. Miller, Theatrical Costumier, for their costumes. The *Glorious Betsy* company required seventy-eight costumes in all. The purchase price was \$2500 and a \$500 deposit was required, but the company

would make a weekly payment of \$200 dollars for the first five weeks and \$100 per week after that.⁴⁶ While all payments were to be applied to the purchase price, I found no evidence pointing to a costume storage facility in the Shubert organization at the time. Perhaps the Shuberts would not take final possession of the costumes at the end of the season, instead selling them back to the costumer, if a revival of the play was not anticipated, or keeping them if a revival was arranged.

Table 5 is an undated summary for Miss Mannering's company. The summary also notes a requirement for the rental of Colonial Style furniture for the final act (which they could purchase for about fifteen percent of the total cost per month, with no term mentioned) including: Medallion and four small rugs, two small centre tables, one arm chair, six small chairs, one consul table, small amount of bric-a-brac and three vases. The production also required six pairs of lace curtains, vines, flowers, grass mats and cocoa matting for horses in the first act (the purpose of which is not noted, but is probably to protect the stage from being marked by horse hooves).⁴⁷ In total, the set would seem to make up about two thirds of the production budget and the costumes the rest without allowance for any special lighting equipment (which would not likely be an initial cost, rather a weekly expense). The practice of sub-contractors offering their goods to theatrical producers on a time-purchase system, to spread the initial cost of a production more evenly over a season, was quite prevalent, as seen in the case of the furniture and costumes for Mary Mannering's production above. Since the managers were outfitting a number of productions at the same time of the year (June through August), they needed to

spread out some of the required payments so that their resources were not stretched past the breaking point.

Separate from the costume costs noted above would be wig and shoe prices. For the DeWolf Hopper production of *And What Happened Then*, bids from two shoe manufacturers and one wig and toupee maker were found. The A.M. Buch and Company Wig and Toupee Makers submitted at least three estimates for the production dated July 31, August 3 and September 16, 1908. The first estimate yielded a price of \$274.75 for thirty-eight wigs and one beard and on the bottom is the note "1st proposition rejected" in what looks like J. W. Jacobs' handwriting. The goods were offered at the rate of twenty-five dollars per week for the season. The second proposal, with a total price of \$237.75, was accepted by Jacobs, but was amended on September 16th to include another beard, four pairs of eyeglasses and a black satin mask.⁴⁸ While no other estimates from different wig companies were found, the Shuberts dealt with at least two shoe manufacturers.

The two shoe estimates were for the same DeWolf Hopper production as the wig estimates. The two estimates came from J. Miller Theatrical Custom Shoes and Boots (likely the same concern as J. Miller Theatrical Costumer) and Alfred J. Cammeyer, Boots, Shoes, Slippers and Rubbers. The original bid from Cammeyer, dated July 10, 1908, was \$397.70 and the firm was asked to lower their prices, which they refused to do in a letter dated July 31, 1908. Consequently, the estimate from Miller on July 20th for \$358.70, less a five percent discount, was accepted. Miller, probably knowing the Shubert penchant for seeking the lowest prices, gave two

prices on many items, one of high quality and one of low, as well as an overall discount of five percent. In the margins of the Miller estimate is a note accepting all the lower quality and priced items instead of the higher priced ones. Miller is listed as a "Theatrical" shoe and boot supplier, while Cammeyer is listed only as a general boots and shoes supplier. Perhaps the Miller firm already knew the producers and the Shuberts only sought the second estimate to make sure that Miller's prices were in line with other suppliers.

In addition to such standard production items as costumes, sets, painting and properties, more esoteric design items were sometimes required. For the Hippodrome production of *Sporting Days*, Claude Hagen, a designer, was contracted to supply eight treadmills and five horses. Hagen had formerly used the treadmills and horses for the "Fire Show" at Coney Island and agreed to rent them to the Shuberts for \$125 per week. The Shuberts also had to hire Hagen's assistant at \$15 per week to look after the equipment and horses.⁴⁹ To make DeWolf Hopper "fly" in his production of *What Happened Then*, the Shuberts hired one Edwin Wakefield to "construct, maintain and operate a wire apparatus." Wakefield was to receive \$125 per week for the apparatus and the following billing: "Aerial Evolution of Mr. Hopper. Devised by Edwin Wakefield."⁵⁰

3.8 Other Production Costs

Production costs also included many other items. To take care of costume cleaning requirements, the Shuberts entrusted their costumes to Levey Theatrical Cleanser and Dyer in New York City. Levey agreed to clean complete costumes

(including hats, dresses and shoes) for one dollar and twenty-five cents per costume. The cleaning firm also had to carry a \$1,000 insurance policy to guarantee the replacement cost of any costume should it be damaged while being cleaned.⁵¹

The greatest potential danger to any item in the theatre was fire. To protect their flammable set pieces, the Shuberts engaged the Bleino Fireproofing Company of New York to look after all their scenic stock. Since theatrical sets were mostly composed of flats and risers made of wood and canvas, the contract is mostly concerned with prices per square and running yard of these materials. The contract also covered other kinds of material (such as netting) and built-up scenery.⁵²

3.9 Routing Schedules

The final set of documents that belong to the pre-tour group are routing schedules. While these were used when the production was on tour, they originated during the pre-tour period. For this reason, they partially fall into both the pre- and on-tour categories. The best examples of schedules come from the offices of the Northwestern Theatrical Association and its general manager, John Cort. The main office of the Association was in Seattle, Washington, and it administered theatres in the states of Washington, Oregon, Idaho, Utah and Montana, and in the province of British Columbia. It also had connections with theatres in Alberta. Between March and September each year, Cort's office produced comprehensive routing schedules and sent them to the Klaw and Erlanger and later Shubert home offices. Generally, those schedules were simply a listing of dates and stops usually beginning in Montana and moving west through Washington, then north to British Columbia, and

finally south to Oregon, Utah or California. In the odd case, this route would be reversed, but in the thirty or so schedules examined only a few moved from the south to the north and then east. The schedules do reveal how grinding life on the road could be. Commonly companies played the Association's territory over about six weeks, with some twenty-five to thirty stops. For the most part the routes were made up of one-night stands in such "good show business towns" as Billings (Montana), Pocatello (Idaho), Pullman (Washington) and Nanaimo (British Columbia). Split weeks of two or three days each were reserved for Butte (Montana), Seattle and Spokane (Washington), Portland (Oregon), and sometimes Vancouver and Victoria (British Columbia) (see Appendix F for examples of route schedules). Occasionally, an explanation of portions of the proposed route accompanied the schedule:

Replying to yours of March 24th regarding route for "The Maid and the Mummy," we have marked off as per your letter of March 24th with the following expectations [sic]. Have cut out Glendive as it is impossible for Glendive to play a company of this size and cut out Victoria and have the company jump from Seattle to Vancouver so as to play Everett as they cannot make Portland from Bellingham.⁵³

Obviously, Cort had specialized knowledge of his territory that the home office in New York did not. Since both Victoria and Glendive were smaller stops, they were cut from the schedule for this production (a large-cast musical). Cort likely added Everett to the schedule for one of two reasons: either the trip from Bellingham to Portland was too long for the company to take in one night and be able to play the next evening or there was no regular train service from Bellingham to Portland and such a jump would require a costly special train to be hired, thereby cutting profits.

Another kind of route schedule that exists is the inter-office summary that was commonly sent from the Booking Office to Lee and/or J. J. Shubert. These schedules list an attraction with its upcoming dates for the season. The example found in Appendix G was for the Shubert production of "The Kiss Waltz" and included stops all over North America.

3.10 Contracts Between Road Companies and Theatres

The only kind of document created while companies were on tour were contracts with individual road theatres. There is little difference between Shubert and Syndicate contracts of this type. Reduced to its simplest, this type of contract lists the two parties in the agreement; the name of the theatre; the length of contract (noting if any matinées were included); the name of the play (or star); and the division of the receipts. These contracts also generally include a series of pro forma statements, which covered the responsibilities of the theatre owner, such as supplying a lighted, warm, clean stage with all needed technicians, front-of-house staff and orchestra. The road company agreed to supply a complete combination company and all publicity materials (which the theatre would usually distribute). Usually the road company took from 60% to 85% of the total gate receipts. This amount would vary depending on the stature of the star, the size of the theatre and the size (or importance) of the road city. In general, road companies took a higher percentage of the gate in smaller cities. This type of contract was the final written step in the chain of more or less verbal agreements between the booking agencies in New York and the theatres on the road. See Appendix H for examples of these types of contracts

from both the Shuberts and the Syndicate.

3.11 Merchandising Contracts

Merchandising has grown to be a significant source of revenue for commercial theatrical productions today, but even at the turn of the century significant sums were made by producers from merchandising rights. The first set of post-tour documents covers these rights. In a contract between the New York Coin Operated Machine Company and Sam S. & Lee Shubert, Inc., in March of 1911, the purpose of these contracts was spelled out:

The party of the second part further grants to the party of the first part the sole right and exclusive privilege during the term of this agreement to maintain and operate a stand or showcase centrally located on each floor for the sale of merchandise hereinafter mentioned, also the rental of Opera Glasses and to solicit audibly by means of uniformed attendants circulating throughout said Theatre, before the performances and during intermissions, the sale of confectionary, song books, music and such other merchandise as may be mutually agreed upon.⁵⁴

The contract sets out a monthly payment schedule for the season which had to be at least thirty-five weeks long. If the season was less than thirty-five weeks, the merchandise company would be reimbursed on a proportional basis. While this contract covered many types of merchandise, the majority of the contracts found covered a single merchandise element such as program or candy sales. For example, a contract co-signed by the Shubert Theatrical Company and the Jefferson Theatre Program Company on May 18th, 1911, covered the sale of programs at ten Shubert theatres for five years beginning in September 1912. Yearly payments for program privileges are specified as follows:

Chicago	
Garrick – \$3,500	
Lyric – \$3,500	
Princess – \$2,000	
Indianapolis	
Shubert-Murat – \$1,800	
Cleveland	
Colonial – \$1,500	
St. Louis	
Shubert – \$2,000	
Garrick – \$1,000	
Kansas City	
Shubert – \$1,500	
St. Paul	
Shubert – \$300	
Minneapolis	
Shubert – \$700	

The contract also covered the right to place advertisements on the act drops at the Garrick in Chicago and the Garrick in St. Louis for \$500 each. The total offer for the program privileges for these ten theatres, which were not the total number of Shubert theatres, came to \$19,300 per year or a total of \$96,500 for the lifetime of the contract.⁵⁵ In return for essentially no investment on their part, the Shuberts would have earned almost \$100,000 from the sale of these rights. To put this amount in perspective, a theatre that seated 999 people was estimated to cost \$187,009 to build.⁵⁶ For allowing a company to sell programs in the ten theatres noted above, the Shuberts gained enough capital to pay half of the cost of erecting a new theatre.

A related type of contract regulated the selling of souvenir books at the Klaw and Erlanger production of "The Sleeping Beauty and the Beast" in November 1901. For the privilege of selling these books in theatres where the production was playing, Towers and Curran, the second parties to the contract, had to pay Klaw and Erlanger

twenty-five percent of the selling price. The contract called for Towers and Curran to pay Klaw and Erlanger an advance of \$500, which would be forfeited if the book was never produced. Klaw and Erlanger also reserved the right to final approval of the book or album.⁵⁷

3.12 Stock and Licencing Rights

The second set of post-tour documents were for the stock and licensing rights of plays after the original road companies had ceased touring. In return for a royalty payment the Shuberts assigned a license to other producers with the exclusive right to perform a play in a certain region for a set period of time. For example, the firm of (Max) Nathanson, (A. A.) Spitz and (Frank W.) Nanson desired the rights to a Shubert production entitled *The Wolf*. A contract was granted them on July 7, 1908 for one season beginning in September of 1908 and running until June of 1909. The contract granted them

the sole and exclusive right, license and privilege to produce and perform the said play entitled "The Wolf", in the following territories:- Maine, New Hampshire, Vermont, Massachusetts (with the exception of the cities of Boston, Worcester and Springfield), Connecticut (with the exception of the cities of Hartford and New Haven), Rhode Island (with the exception of Providence), New Brunswick, Canada, Quebec, Canada, Ontario, Canada.⁵⁸

A map was appended that further clarified the territory. The main cities in this area were expressly left out of this contract and would have been subject to individual contracts because of their increased potential for profit. This contract did not grant the power to produce this play in stock or to sublet the play to stock companies: it

only provided the licensees with the right to form a touring company and play it throughout the territory indicated. In return for the granting of these rights, the Shuberts were entitled to ten percent of the weekly box-office gross. The Shuberts were also entitled to daily box-office reports and a weekly summary and payment. Nathanson, Spitz and Nanson had to run the play for a minimum of twenty weeks or pay the Shuberts a penalty of \$250 per week below twenty. The Shuberts retained the right to approve the cast selected by the licensees, but the name of Shubert, Shubert Theatrical Company or Sam S. and Lee Shubert was not to be used in connection with this production. Finally, if the contract was properly fulfilled, it could be renewed at the same terms for an additional year. In addition to the above arrangements, the Shuberts were free to license the play in other regions of North America. In the particular case of *The Wolf*, the Shuberts only owned the North American rights, having acquired them from its German author who held the worldwide rights.

For some plays, the Shuberts granted more extensive territorial rights. On September 13, 1910, Paul Gilmore, of New York, acquired the rights for the Clyde Fitch play *The Bachelor* from the Shuberts for the entire United States and Canada for the season of 1910-11. Gilmore's contract was similar to the one noted above, except the Shuberts had no say in casting and Gilmore was to pay only 7½ % of the box office gross. In an additional agreement appended to the main contract, Gilmore was granted the use of all the original props and scenery of the production for a further 5% of the box office gross.⁵⁹

The contracts for *The Bachelor* and *The Wolf* were made soon after the original productions left the road (actually multiple productions, three of *The Wolf* and two of *The Bachelor*). When a script was no longer able to attract any purchasers, the Shuberts would offer it to stock companies through a literary agent. In 1912, the Shuberts contracted the agent Elisabeth Marbury to distribute stock rights to *The Witching Hour*. If a company desired the stock rights, Marbury sent the Shuberts a list of weekly rental prices for individual cities (See Appendix I). This is similar to the way rights are acquired today, from a play broker, except that the weekly rental was determined by the size of the city rather than the size of the theatre. If the play was not sold to an agent, it could be acquired by a touring stock company, as in the case of the Sanger and Jordan company in 1910. An internal memo from Charles Bird to J. J. Shubert noted that Sanger and Jordan wanted to acquire the rights to the entire Shubert play library for the West Coast of the United States. The potential return for these rights, according to Bird, could be as high as \$7,500 per week for a large city such as San Francisco.⁶⁰ The potential for reaping great profits from very little labour was excellent.

3.13 The Shubert Home Office

Looking after the stock rights for older scripts was only one of the myriad duties that members of a producer's home office were responsible for. Both the Shuberts and the Syndicate maintained home offices, but detailed information is only available on the Shuberts. The home office looked after such things as booking, company management, and all the day-to-day responsibilities of a large firm doing

business on an international scale. Daily and weekly reports from companies on the road and theatres and personal reports from managers and agents flowed into the office, and all orders for work were cleared through the home office. Directives and documents that the Shuberts used to maintain their far-flung empires emanated from their office as well. The growth of the home office was a reflection of a larger trend in business management in general:

...a constant flow of information was essential to the efficient operations of these new large business domains. For the middle and top managers, control through statistics quickly became both a science and an art. The need for accurate information led to the devising of improved methods for collecting, collating, and analyzing a wide variety of data generated by the day-to-day operations of the enterprise.⁶¹

The above passage is really discussing larger firms such as the Pennsylvania Railroad, but still rings true for businesses the size of the Shuberts or Syndicate who carried on operations on a continent-wide scale. The following information for the Shubert home office is from the period circa 1907 to 1912. Prior to this date, the office was much smaller with only a few members. The offices of Klaw and Erlanger, the main Syndicate office, were probably as large as the Shuberts' but, due to the lack of detailed inter-office correspondence, impossible to analyse.

The Shubert home office was organized hierarchically, from Lee and J. J. Shubert on down. Directly under the brothers was their trusted associate, J. W. Jacobs, who worked on a day-to-day basis with "general manager" Charles A. Bird. Sub-units of the office looked after finances (J. A. MacMartin, D. W. Truss); booking (J. H. Decker, earlier Abe Thalmeir and Claxton Wilstach); legal issues (William

Klein); other company business details (H. D. Kline); photographs and advance agent materials (John Shean, C. P. Greneker); publicity (Toxen Worm); and scenery and property storage (William DeGrasse, Sydney Ascher). The functions of the departments of finances, booking and legal issues are self-explanatory. Kline handled such issues as individual contracts with road theatres and performer contracts. The scenery storage depot in Hoboken, New York, was the main responsibility of DeGrasse and Ascher, but they sometimes went on the road to fit up a company or to retrieve stored scenery. The functions of Greneker's and Shean's department is best covered by the following memo:

1. To supply agents with photos and cuts.
2. To keep on file copies of all press matter of every attraction.
3. To maintain a clipping bureau.
4. To secure photographs of stars, principals and chorus and have same on file.
5. To furnish agents with special feature material.
6. To secure mailing lists from every town to cover same well in advance with folders, cards, press sheets etc.
7. To cover out of town opening.
8. To keep in close touch with dramatic editors in all of the cities and supply them with press matter and photos of all Shubert attractions.
9. If special campaign is required man to be [sent] to work with agent.⁶²

Bird felt it was necessary to create this department because of the increasing number of productions the Shuberts had on the road each year and because the work of advance agents, who prepared the way for individual companies on the road, was at best uneven. Some agents were very good at selling their productions, while others were rather more lax. With this new department reinforcing the advance agent's work, the home office felt that each production would get at least adequate publicity.

This new office was another example of the increasing centralization of control of theatre on the road. Formerly, advance agents operated autonomously, gathering press matter and having photos taken of the company and stars when necessary. To maximize company profits through better publicity and to exert more centralized control over their empire, the Shubert home office with its increased resources would directly administer the publicity of the road companies using the advance agent only as a distributor of material. Jerry Stagg, in *The Brothers Shubert*, emphasizes the importance of publicity to the Shubert Corporation:

They had learned that publicity draws large money, important money, and they learned too that important money and large commitments generate publicity. They became masters of the art.⁶³

While all departments of the home office needed to operate well for the Shubert corporation to be successful on the road, the swift and decisive nature of its leadership was the key. For this reason, the myriad responsibilities of Bird, Jacobs and the Shubert brothers deserve further discussion.

The two brothers divided responsibilities within the firm in such a way that they did not come into contact with each other very often. In fact, most of their business was carried out via inter-office memos and messengers who shuttled between their offices. However, their responses to issues were detailed, swift and decisive, leaving little room for interpretation by employees on a local level. J. J.'s hand is more visible in the everyday activities of companies on the road while Lee was more concerned with negotiations to acquire building capital, plays, theatre leases and booking contracts. Lee was also the public persona of the Shubert

Corporation. He made the majority of the announcements concerning new theatre construction and anti-Syndicate measures. J. J. seems to have had control over casting and directing plays, but of course Lee still had some input. For the most part, if an issue required delicacy and negotiation, J. J. was kept out of the way on account of his usually pugnacious behaviour, while Lee imparted at least a veneer of civility. Members of performing companies, on the other hand, usually appealed to either J. J. or Jacobs if they had any difficulty on the road or problems with the terms of their contract. If an employee (performer or stage staff) did not get a satisfactory answer from J. J. or Jacobs, many times they appealed to Lee for help. Usually Lee passed any of these matters back to J. J. or Jacobs for resolution as he dealt mainly with corporate issues and theatre buildings. Jacobs acted as the "third brother" whose authority was only surpassed by that of the actual brothers themselves. He had been an associate of the brothers from their earliest time in Syracuse, and many decisions were left up to him, the only member of the firm other than Lee and J. J. to have this authority. The greatest indicator of his stature was the fact that, as Secretary Treasurer, he was the only non-Shubert to be present on the company's letterheads. Most personnel decisions came from J. J. Shubert, but were handed down for action to Jacobs, who usually acted as the Shuberts' "hatchet man." For example, when J. J. decided that company salaries were too high, Jacobs was assigned the task of telling those involved that they would be receiving less money. Jacobs also received notice of every move made in any department in the organization. Most directives to Charles Bird originated from Jacobs though some came directly from J. J.. However,

there were fewer memos from the Shuberts to Jacobs, suggesting either that he must have had a great deal of authority or a more direct line of communication with the brothers. While the brothers and Jacobs set policy and authored many memos, Bird was responsible for the actual implementation of corporate policy. Often, Bird had to take to the road himself and pay visits to theatres or road companies that were not as profitable as the Shuberts felt they could be.⁶⁴

Bird was the busiest member of the home office. He kept in daily contact with managers on the road and advised them on all issues. He was also responsible for signing all contracts as general manager, acquiring insurance and surety bonds, approving orders for labour in all the theatres, and collecting payments owed to the firm. He was also sent on the road to investigate conditions and send reports back to Jacobs and the Shuberts. The other departments in the organization rarely made a move without consulting Bird, or at least advising him. The sheer volume of memos in Bird's files is astounding. While Bird was not allowed to make any strategic decisions without consulting the Shuberts or Jacobs, he was empowered to make day-to-day decisions based on policies set by Lee or J. J. Shubert.

3.14 Conclusion

The home office was the mediating point between the road theatre and the touring company on the road, circa 1895-1916 (see Figure 4). All contact between the two parties was made through the home office until the company actually arrived in the town where the theatre was located. While each company had representatives of the home office present, all major decisions were controlled from New York. In

most commentaries on the era 1895-1916, the main benchmark used to determine theatrical strength is the number of theatres that a corporation owned or controlled. In Bernheim's *The Business of the Theatre*, charts of the numbers and names of theatres controlled dominate the statistical representation of the fight between the Syndicate and the Shuberts. While the number of theatres controlled was important, especially those in larger cities, a statistic of this kind discounts the importance of production companies and other sources of income available to the corporations. Both the Shuberts and the Syndicate reaped large profits from their production companies and associated sources of income (song royalties, merchandising and licensing). While the number of theatres controlled does provide an easy and concrete example of their relative power, few of these buildings were ever owned by the corporations outright. More to the point, without touring companies these buildings were worthless, and it was the deficiency, both in number and quality, of these companies that would be a major factor in the decline of the road, not the lack of theatres. Of course, as discussed in the previous chapter, the lack of companies was not the only factor involved in the decline of the road. The centralization of control over theatrical production allowed the Shubert Corporation the flexibility to change the focus of their business to production in New York City proper when "the road" declined and New York boomed. Since the Shuberts' 1911 charter, as noted at the beginning of the chapter, gave them the flexibility to take on any entertainment role, they were able to shift their attention from the road to elsewhere with ease.

Chapter 4

From Beantown to Beertown and All Stops in Between... Companies on the Road

Nowadays, although you hear a great deal of prattle about the "theatrical trusts", when a reputable manager engages an actor he is able to promise thirty or forty or even more weeks for so many seasons, and to agree that the actor shall have the privilege of appearing in first class theaters everywhere. That actor, if he has a spark of genius, therefore is placed in the very best position to show it. He doesn't have to worry about his salary, for the manager is "good" for it; he doesn't have to worry about his hearing, because the houses of that manager all have enough regular patrons to fill them once; if the actor is any good he will continue to fill them; he does not have to worry about traveling details, about details of management, about advertising details, about costumes, and a dozen other little and annoying things that once the actor was compelled to look after, but that now is on the manager's shoulders. If that actor doesn't push to a place among the ranks of the stars, in a very short while, why he never was meant for a big actor, and he'll begin to sag and fall back in the running very rapidly.

Most of these theaters are leased. In fact I might say that there are few big managers who own their own theaters. There are exceptions of course, to this rule. We find however, that it requires enough capital, enough to satisfy us, just to lease these buildings without building them. I suppose if we owned our property we would be even harder to get along with – from the viewpoint of the actor and the author.

Take the Garrick – our Chicago theater. The expenses of this house alone, exclusive of what salaries may be paid to the members of the company, are over \$1,500 each week. The rent is large enough to represent an investment of a million dollars.¹

- J. J. Shubert, *The Business Side of the Stage*
(unpublished manuscript)

While glory and fortune went to the theatrical generals in New York, the success of their firms was based on the competency of their lieutenants and soldiers slogging

through the trenches in the road theatres from September to May of each year. Since these generals could not be everywhere at once, they relied on their lieutenants – company, stage and theatre managers – to send them daily written reports of conditions on the road. On any given day, the Syndicate and Shubert home offices collectively had to deal with correspondence from more than one hundred company managers and almost as many theatre managers. The theatre managers referred to are not the circuit managers such as John Cort, Julius Cahn or Ambrose Small, but the actual managers of theatres the Shuberts or Syndicate directly owned or leased. For this reason, most of the discussion in the correspondence deals with the operation of the theatre rather than the booking of attractions. To begin my analysis of conditions on the road, I will look at correspondence between the home offices and the road and theatre managers. Particular attention will be given to how routes could be adapted in reaction to changing conditions on the road as well as how companies were managed and disciplined. Next, I will investigate how stage crew and technicians were paid and organized, both for the road and locally. Included in this discussion will be some comments on the International Alliance of Theatrical Stage Employees and Allied Crafts of the United States and Canada (I.A.T.S.E.) because the union was solidifying its position throughout the first decade of the twentieth century. Even though tours were well planned, many unexpected conditions could suddenly crop up on the road and disturb a tour considerably. To give a taste of this unpredictability, I will cite a few examples of unexpected road events and the reactions of companies and road managers to them. Finally, I will end the chapter by

analysing the financial performances of both road companies and theatres, especially as conditions on the road changed from 1896-1916.

4.1 Managerial Correspondence

Road and theatre managers shared many concerns in the first decade of the twentieth century. They both sought to run their organizations at the greatest degree of profitability. However, the theatre manager tried to achieve profits by cutting costs (such as heat, maintenance or labour), while the company manager tried to increase business by improving publicity, engaging high-quality performances, and ensuring harmonious interaction between company members and local theatre crews and between company members themselves.

Consequently, the correspondence from theatre managers differed from that of the company managers. Where they did share a similarity was in paying rent to the home office and forwarding weekly profit cheques. However, much of the discussion between the home office and theatre managers concerned fairly mundane topics such as which coal to use to heat the theatre, how best to cut salaries to make a house more profitable, whether to cut the theatre's share of advertising costs, and how to save on electricity costs. These items reflect a theatre's chief expenses because the theatre managers never dealt directly with performers or the content of productions. In the case of theatres not owned or leased by the Shuberts or the Syndicate, almost all the correspondence dealt with production quality and the division of box office receipts. These other road theatres were probably not operated any differently than actual Shubert or Syndicate theatres, but since they did not have

to report on their operations to a head office, or at least not a head office in New York, little beyond the items noted above, production quality and box-office takings, was ever discussed.

Most of the correspondence about the theatres' physical plants took place between the beginning of August and October, when the theatre managers were preparing their theatres for the coming season. In a letter to the manager of the Shubert-controlled Lyric Theatre in Minneapolis, A. G. Bainbridge, dated September 27, 1909, Charles Bird, Shubert General Manager, urges him to "conduct your theatre in every part upon the lines of eliminating every possible salary you can." Bird goes on to advise Bainbridge on heating the theatre:

If the grate bars in your furnace or boiler will permit the use of Buckwheat coal, I wish you would try this quality of coal, for the reason that you can save a great deal of money by using it and obtain just as much heat. I think it far preferable for you to contract for your season's supply with the understanding that the coal is to be delivered as you desire it. I find no difficulty, whatever, in the East, in making contracts of this character and I imagine you will have no difficulty in Minneapolis. Buckwheat coal, in the East, costs about \$1.00 a ton less than Pea coal and is the cheapest outside of soft coal. The results are absolutely satisfactory and in instances where we have used it here, it cuts our coal bills down almost 50%.²

On September 20, Bird had written to Bainbridge about the theatre's electrical plant:

It occurs to me that with your installation at Minneapolis something must be radically wrong with your lighting system. We pay five cents per kilowatt in New York for current, and with an installation, for instance, as at the Lyric Theatre, which must exceed yours twice over, our bills do not run as high as yours do at Minneapolis. Your last bill for a single week ran to \$108. I went over the installation at your theatre, including the electric sign, pretty thoroughly, and at a six cent rate there is no good reason why, if your current is kept down to the lowest possible notch, your bills should exceed \$85 or \$90 per week at the very outside. Our Washington bills, where we pay six cents per

kilowatt, have never yet exceeded \$70 per week. As I have previously endeavoured to impress upon your mind, one of the great successes in conducting a theatre is the keeping of all expenses down to the minimum.³

Almost all of the road theatres, if they were controlled by the Shuberts, had to submit a weekly rental cheque to the home office. The amount of the cheque would be deducted from the gross income of the theatre, thereby reducing the theatre's net income in case its profits were to be split with other business partners. The money from the rent cheque would instead go directly to a wholly Shubert-owned corporation. Since the profits for the theatres were sent to New York anyway, this weekly cheque seems to have been a bookkeeping formality rather than a way for the corporations to make money. In most theatre files, a letter similar to the following appeared:

Commencing with the first week of your season, please charge in your statement the following sums:
Rent — — — \$500.
Booking fee — — \$50.
Please see that separate drafts are sent with your weekly statement for rent, and booking fee.⁴

During and after October, the messages became more routine accounts of rival activity in town, dealings with road companies and assurances that the theatre manager was looking after the New York office's best interests. Bainbridge, writing on October 14, 1909, to Bird, outlined the business to date in Minneapolis:

So far this season business has been very uncertain, it seems that the uncertain weather has a lot to do with it for we cannot get an advance sale, everything is window sale. This week we have "Paid in Full" against us with the original cast but up to now we have gotten the most business. Next week we have "A Gentleman from Mississippi" with the original cast against us and the week following that "The

Third Degree" is against us. Now "The Wolf" played here last season in the other house and with a stronger cast. "Going Some" will no doubt give me a good week in spite of Burr MacIntosh and the original cast in "The Man from Miss." But I am a little worried about the next week, I have John Mason in "The Witching Hour" with "The Third Degree" against us, now you will probably recall that William Morris played "The Witching Hour" up here last year, a week in each town, and it was the poorest business I ever saw a good show get. But I am hoping that John Mason and the original cast will get them, I am also placing a lot of hope on the fact that so few people saw it last year.⁵

After O. B. Sheppard, manager of the Princess Theatre in Toronto, had some trouble with the company manager of a Syndicate company over free passes. Charles Osgood, the manager of Klaw and Erlanger's booking department, wrote that "[n]o combination ever gives orders as to what a local manager is or is not to do."⁶ Osgood probably reserved that right for the home office in New York.

In the correspondence between New York and the road theatres, two threads emerge. First, the managers in New York would detail at length how to save literally pennies on house expenses. Considering the number of theatres they were controlling, such cost-cutting measures would of course add up to a large amount of money. In individual cases, however, such instructions often seem excessive. Second, a common tactic the Shubert home office employed was to always note that, whatever the cost of an item or wage scale for labour in the road city, it was cheaper in New York. For example, when George McLeish, manager of the Princess Theatre in Montreal, submitted an estimate to the home office for an electric sign to be manufactured in Montreal, Bird wrote back: "[o]f course the price charged for the sign, the drawing of which you submitted me, is entirely out of the question. I could

have the same sign built in New York for less than one-half the money."⁷ In regards to wage scales, Bird wrote Bainbridge on September 27, 1909:

If Mr. Howe is capable of acting as assistant treasurer, I wish you would arrange in some way to cut out Mr. Hough as soon as possible. Our box office at the present time in Minneapolis is costing more than any box office in New York and we cannot stand this expense. You are paying Merrill, as telephone boy, \$3.00 more per week than we pay any boy in New York and I really do not understand why it is necessary to carry one at all.⁸

Bird extended such criticism even to theatre managers closer to New York, such as the following to Gilbert Gordon, the manager of Harmanus Bleecker Hall in Albany,

New York:

Mr. Shehan advises me that your carpenter, electrician and property man demanded and received double pay for Sunday work, which we never have made payment for, nor has any payment been expected by New York carpenters.⁹

While on the road, the managers of Shubert and Syndicate road companies had to correspond with the home office more than once per week. The typical Shubert road manager telegraphed the home office every day to submit the box-office take for each performance. He wrote a weekly letter to MacMartin, the Shuberts' treasurer, reporting the week's profit and enclosing an appropriate cheque. When he had personnel problems, needed press material or other specialized supplies, he wrote H. D. Kline in the publicity department or general managers C. A. Bird or J. W. Jacobs. Of the two Shubert brothers, he wrote to J. J. about the general operations of the company and only corresponded with Lee on special subjects or if the company was to go into New York during the season. Generally, Lee was the final arbiter of decisions in the corporation, but he mostly looked after operations in New York and

theatres in general while J. J. looked after the road and performing companies. With the exception of the daily telegrams about box-office receipts, most correspondence was carried out through the regular mail.¹⁰

All managers of the Shubert and Syndicate companies sent their profits to New York every week. While many stars were due a percentage of the season's profit, they usually drew it through the Shubert home office rather than directly from the company. Some companies, instead of sending in a profit cheque, would send a letter noting that box office receipts were simply covering their expenses or requesting a cheque to cover losses.

Another common item in the weekly correspondence from companies was a cheque covering equipment rentals and home office expenses. It was quite common for a company to have to send \$50 to \$150 back to home office as an administrative cost. During the 1908-9 season, of the eighteen companies on the road belonging to the Shubert Theatrical Company, seven paid \$150, one paid \$100 and ten paid \$50 per week to the home office.¹¹ By deducting these fees from the box-office gross, not only would the administrative offices in New York be paid for, but also, in the case of a profit-sharing arrangement with a star or outside interest, the net profit of a company would be reduced and the amount of money paid to the star or shareholder would also be reduced. A common practice for producing organizations was to cover all their expenses from the box-office gross rather than their net share. This arrangement protects producers from loss if a show fails, but of course does not afford the same protection to an investor. Taking a cynical view of this practice helps

one to understand why investors disappear from commercial theatre while many producing organizations continue to present new productions even after a number of box-office flops.

Some productions required lighting equipment or specialty equipment (such as large chandeliers or special practical lights) not typically found in road theatres. Producers would rent this equipment from theatrical supply houses in New York and assign it to the road company before it went out on the road. While the rental fee for this equipment was directly paid for by the home office, each company carrying extra lighting or other equipment had to deduct the rental fees from the box-office receipts and send them to the home office weekly. In a letter dated September 7, 1909, C. A. Bird sent to MacMartin a list of nine companies that owed between \$1.12 to \$5.04 per week, along with instructions to make sure he collected the amounts named.¹² The manager of the "Gay White Way" company, Melville Hammett, noted in a letter to Bird that his company had eleven arc lights, seven strip lights, two "6X8" plugging boxes and two "4 way" plugging boxes rented from the New York Calcium Light Company.¹³

The company manager was directed by home office to keep an eye on all members of the company. Bird wrote a letter to "the Managers of Shubert Attractions" telling them "to keep in constant touch with your advance representative, and report to this office three or four times a week relative to his work...".¹⁴ On August 31, 1909, Bird wrote again to attraction managers:

I desire to caution you particularly regarding the capability of your working crew and to notify me of any weak spots you have in your

staff. We naturally expect these men to take excellent care of the production in every particular and must naturally depend upon you to see that this is done. If you have any undesirable men on your staff, we will replace them willingly at the most opportune time.¹⁵

4.2 Route and Repertoire Changes

Included in managerial correspondence would often be route changes in reaction to events on the road or strategic directions from home office. During Alla Nazimova's tour in 1908-9, her company had a repertoire of five plays: *Hedda Gabler*, *A Doll's House*, *Comtesse Coquette*, *The Comet* and *The Master Builder*. For the first part of her tour in the Northeast and North Central part of the United States, all five plays were performed regularly, but when the Shuberts decided to send her to the West via the South, rather than bring her back to New York, A. H. Canby, her manager, in consultation with Nazimova, decided to drop two of the five plays they were carrying that season. For the westward move, Canby "persuaded [Nazimova] to dispense with 'The Master Builder' and 'The Comet' for this coast tour."¹⁶ This change in repertoire also allowed the company to cut two salaries from the pay roll. Canby was sure that he could get two nights' business out of the remaining three plays in the longer stands, having never previously used the cut plays in one-night stands anyway. However, in a letter dated December 31, 1908, Lee Shubert objects to cutting *The Comet* from their repertoire. His stated reason was that Ibsen was not terribly popular on the coast and that "the Comet and Coquette will relieve the monotony of the other plays."¹⁷ Since *The Comet* (written and first performed in 1908) was a relatively new play and the Shuberts had probably not made enough money on that production to recoup its production costs, Shubert was

probably loath to send the production to the storehouse so quickly. Canby made clear his reasons for dropping the production in his reply to Shubert's letter on January 5, 1909:

With regards to our taking "The Comet" with us to the coast, I imagine that you favor the idea because of the receipts. But you must not overlook the fact that we have always made it our "get away" play, presenting it on Saturday Nights [his emphasis]. I have figured that after Madame's audiences have seen her in her other plays they will come to see her in anything new- especially on Saturday Nights. But whenever we have tried it earlier in the week our business has tumbled... By doing it on Saturday Nights we have squeezed a good deal out of it, but I am sure the play has not given satisfaction. I am much afraid the far-Western people will say very, very [his emphasis] frank things about it. Madame realizes this, too, and is quite willing to give it up. With "Doll's House", "Hedda" and "Coquette" we shall have quite enough for our one week stands- and three sure [his emphasis] drawing plays.¹⁸

Since *The Comet* garnered terrible reviews in New York, it is no surprise that it was not well received on the road. Of the trio of Ibsen plays, *The Master Builder* would undoubtedly be the least popular, whereas Nazimova's Nora and Hedda had quickly become her signature roles and could not be dropped from the repertoire without disappointing many audience members in the towns on the tour route where the legend of her success had already been publicized:

I believe she will draw big business in Tacoma, Seattle etc.. for these towns have had a great deal of press stuff about her in the past two years and they might even precede Frisco. Los Angeles has been splendidly informed and I have heard the most positive predictions from there.¹⁹

As noted above, the decision to move west was taken in mid-season with no arrangements being made for intermediary stops until that point. The looseness of this schedule is underlined by Canby's comments, above, pertaining to whether

Tacoma and Seattle may precede San Francisco, the most important western stop. The process of route determination was ongoing throughout the season, and the route could be changed at any moment to take advantage of a company's success or minimize its failure or to exploit a particular city. Contracts for a company's stay in a particular stop were signed only about two weeks in advance of their arrival. Until contracts were actually signed in duplicate and copies received by both parties, a company was not legally bound to perform in a particular city. Even after a contract was signed, the route could be changed if there was a problem with any of the clauses in that contract.

Fred Nixon wrote Abraham Erlanger on March 24, 1906, in connection with changing his bookings with Ambrose Small in Southern Ontario. It seems that, upon application from Nixon, Small had proposed a route through Galt, Guelph, Hamilton, Kingston, London, Ottawa and Toronto for the 1906 tour of *The Office Boy* (a Syndicate production). Nixon agreed, sending contracts to Small naming certain percentages of the box-office gross that the company would receive. Small held onto the contracts until the last moment, then sent them back to Nixon with the terms changed five to ten percent in his favour. Nixon wrote back that he would only accept his "original terms and that, if he [Small] could not afford said terms, he [should] just call the time off."²⁰ At this point, Nixon's company was playing Detroit, and the move into Canada was looming. Small sent back a wire that the time was booked so that Nixon would have to play it at Small's percentages. Nixon refused that arrangement, saying that to prevent difficulties he would close the show in

Toronto. If a show was closed for the season and the road company dissolved, usually for financial reasons, the producing company could not be held legally responsible for subsequent bookings. When that March 24 letter was written, Nixon contacted Erlanger so that he would intercede with Small and smooth over the incident. This letter is an example of how routes could be changed “on the fly” in response to the local conditions which were beyond the control of the home offices in New York. Nixon’s case is an extreme example of route manipulation; more common were slight changes in route when companies lost money in certain stops or because of particular local events, such as the closing of a theatre:

Victoria (B.C.), where we will play the 18th and 19th, is not a two nights’ stand, but as Cort booked us in there on short notice, rearranging the route, on account of closing of the theater in Everett, [we] had to play there.²¹

In the case of *The Blue Mouse*’s route change, a sub-circuit (John Cort’s Northwestern Circuit) handled the booking of the play through its territory, and Victor’s letter was only a notification to the Shubert Home Office. Theatres owned or booked directly on a tour route by home offices would correspond directly with New York, and the companies would merely comply with orders emanating from that city. For Nazimova’s tour, bookings were completely secured through the home office, and Canby only had to make rail arrangements in order to reach the next scheduled city.

4.3 Company Discipline

Much of the correspondence between home office and the managers was about the subject of company discipline. Sometimes home office wanted to

discipline company members, as in the case of Sam Freedman. Freedman, advance agent for E. H. Sothern, was directly discussing booking problems with the star of the road company. In response, Lee Shubert wrote:

You are becoming a disturbing element in your relations as advance man for Mr. Sothern. There is no necessity for you to take up any matters with him, as his business is taken care of from this office, and if there is anything you wish to know you should communicate directly here, instead of worrying him or bothering him about the bookings. In future make all your inquiries direct.²²

More common were reports from company managers on offenses by performers and crew. In a letter to J. J. Shubert on January 17, 1909, Nazimova's manager, Canby, noted a transgression by two members of the *Comtesse Coquette* cast. Only five of the company were required for this performance in Akron, Ohio, and the rest of the company had gone ahead to Cleveland, the next stop, after the afternoon matinee of *A Doll's House*. Two members of the cast persuaded Nazimova to rush the performance and have the last Cleveland-bound trolley of the night held for them after the performance. The performance was due to end at 10:30 pm and the last trolley was set to go at that time as well. Meanwhile, Canby had given the box office the usual time for the carriages to arrive back at the theatre: 10:30 pm. When Canby realized that the performance was over ten minutes ahead of schedule, he began to worry that members of the audience who had carriages would have to wait fifteen minutes for them. He was also worried that since the audience members and the theatre manager would have felt cheated by a shortened performance, they "would have let up a bellow that would be heard promptly in the New Amsterdam theatre building."²³ A final indication that the cast members had intentionally rushed their performance

occurred when the conductor of the Cleveland trolley came to the box office and announced that he would hold the car until 10:45 pm for the company. The conductor was told not to hold the car, and Canby resolved to castigate the individuals responsible. He advised Nazimova of the detrimental effect this type of action could have on the reputation of the company in one-night stands. He also talked to the other cast members concerned with the incident individually and advised them that such behaviour would be subject to disciplinary action if it occurred again.

This minor breach of discipline could have been more serious if the theatre manager had complained to the Shubert Home Office. At worst it might have cost the Shuberts money as a penalty for not providing services as promised by contract. In a company where transgressions against company discipline were more common, the manager had two avenues of punishment open to him: fines or dismissal. The dismissal of company members usually required repeated and serious offences, such as their inability to work, or unsuitability in a part. This occurred earlier in the tour when Canby requested that Ernest Elton be replaced because he could not handle the role of Tesman.²⁴

However, immediate dismissal came for a chorus woman who broke company rules in the Klaw and Erlanger *Ben Hur* company in December, 1905. While in the theatre in Fresno, California, Stella Hilliard went back to a small lounge behind the stage and met Matthews, the stage carpenter. According to the manager, Charles F. Towle, they locked themselves in the room for quite a while and the sounds emanating from within left "little to the imagination." Hilliard was immediately

discharged by Towle.²⁵ Managers tried to keep a strict moral code within the companies in order to prevent poor publicity. That discipline was re-enforced by directions from home office:

To the Ladies and Gentlemen of the Royal Chef Company

One of our stringent rules is being violated by several members of this organization viz- That the Ladies and Gentlemen are becoming too familiar with each other which is giving rise to very compromising rumors. So much so that it is gaining outside publicity which is detrimental to this organization and must cease immediately. It is therefore requested that the Gentlemen will keep to themselves and not interfere with the ladies of this company. The intent of this organization is not for pleasure but for work and we are not producing anything but the Royal Chef. Any member who can not adhere to the above, their notice will be gladly accepted and any violation of the above will be sufficient cause for instant dismissal. [Signed] JJ Shubert.²⁶

The ban on extra-curricular relationships was enforced, not out of any religious or moral bias on the part of management, but because bad publicity might keep audiences away, especially in the more religious areas of the country. In addition, society in general frowned on extra-marital affairs: a company perceived as endorsing such behaviour could take a beating at the box office. To prevent this, "troublemakers" would quickly be removed from the company. What is interesting in the Hilliard example is that the other party in the affair, Matthews, a male carpenter, was not dismissed.

Star disapproval was another reason a person could be dismissed from a company. Canby stayed with Nazimova's company until December 14, 1910, when, due to a disagreement with that star, he had to tender his resignation. George McLeish was sent to replace Canby, but once again Nazimova did not like his

management style, or lack thereof, and he was forced to resign in favour of William Muenster.²⁷ While a manager who was removed because of star disapproval would not likely be black-balled, crewmen who were discharged from any department of the organization would probably not be hired by another one. To make certain of this, warnings were sent to managers such as the following:

To the Managers of N. Y. Theatres:

Three employees of the West End Theatre, whose names are given below were dismissed for incompetency and other causes. Include them on your list, so there will be no opportunity of their being re-engaged at any of our theatres.

C. Savage, Assistant Propertyman,

J. Meilbren, Usher,

J. Sheehan, Usher.²⁸

Since this letter mentions an on-going list, the black-listing of employees must have been somewhat common. At times, a person on the list would be engaged again and, until someone at the Home Office took notice, would be able to work in the organization:

I find that this man, Bond, who is going out ahead of "Going Some" No. 2 is a fellow that I dumped out a year or two ago. I do not think he is worth powder to blow him to the hot place.²⁹

Continual inability to produce results for the company would also be noticed by home office. Appended to a letter from Charles C. Stumm, an agent in St. Paul, is a comment from J. J. Shubert that reads "[a] stupid letter from a stupid man could not expect anything more from him."³⁰

Stumm's work may have resulted in dismissal or merely some financial penalty. In a company on the road, the imposition of fines was entirely at the discretion of the manager. Many reasons for fines are found in managerial

correspondence. Some common causes were lateness for trains, rehearsals or performances; talking backstage or disturbing a performance in any manner; and poor performance or not knowing one's part. In a company such as Nazimova's or E. H. Sothem's, most of the actors had multiple roles to perform in the various productions carried by the company and that would increase the possibility of making mistakes.

4.4 Road and Theatre Technical Crews

Discipline problems were fairly common amongst technical crews. Nazimova's company carried a carpenter, two props men and an electrician. On January 24, 1909, Canby wrote Kline at the home office asking to have a "good, sober property man" sent to meet the company at Pittsburgh in a week's time. Mulverhill, the former property man, was prone to intemperance while on the job which made him "nervous, irritable and resentful to discipline." Canby wrote that previously the stage manager, Powell, had found Mulverhill asleep on the stage with his props only partially set and at another time unfit for work due to drunkenness. On this particular occasion, Mulverhill was told to ready the stage and ask the other property man and cleaners to remain for a rehearsal between the day's matinee and the evening's performance. But Mulverhill let the workers go and refused to do his own work. Canby found him that evening coming out of a saloon just across from the stage door and gave him one week's notice.³¹ Mulverhill had caused trouble for Canby and the stage staff throughout the tour, as the manager explained later in his letter. The tolerance for such behaviour in a travelling company indicates that, while it was not appreciated, it was probably not uncommon either.

When Mulverhill was released by the company, the assistant property man, Buckingham, quit because he was not promoted up to Mulverhill's position. Canby was able to pick up a man in Pittsburgh to replace the assistant until home office sent out a man who had just closed in Washington with another company, *The Return of Eve*.³² Other companies had similar problems with drunken stage crew:

On Saturday night in Providence our carpenter was drunk. When the second act was being set I went back to tell him about the transfer across town Sunday. He was not attending to his business and I finally found him drunk and asleep in the carpenter's room. Needless to say I discharged the carpenter that evening.³³

Following my wire in answer to your letter regarding dismissal of Mr. Alexander [propertyman, *Blue Mouse Company*] from this company. His claim that for no apparent reason he was stranded in Cincinnati is absurd and wholly untrue. The entire week there the man had shown signs of drinking and on Saturday night was absolutely crazed with liquor. I have had much trouble with him during this tour for this same reason and had warned him that a repetition would mean his immediate dismissal.³⁴

The Mulverhill incident was not the first problem for the Nazimova company. Earlier in the tour, Blair the electrician was fired because he was not a good worker and was argumentative.³⁵ Bird replied that the home office would send George Blum, formerly the electrician from the Mary Mannering Company, to the Nazimova Company.

The life of a member of the stage crew of a travelling production must not have been easy. The crew of a show travelled earlier than the acting company, stayed at the theatre longer than the actors and was paid less per week than a typical actor. In the case of a large production, technical crews could work in advance of the company (in this case for a production of *Kismet*):

Carrying a troupe of fifty people who were augmented in each town

by a regiment of supernumeraries and an enormous quantity of scenery and properties was something like running a circus. Carpenters and electricians were sent a week in advance to arrange the line rigging in the theatres and cut the stage for the big water tank in the harem scene.³⁶

A survey of seven company salary lists³⁷ shows that the average performer was paid about \$40 to \$50, with the exception of chorus girls and boys who made less and stars who made much more. The highest paid stage crew member was usually the stage carpenter; in Ada Rehan's 1905 company, for example, the stage carpenter was paid \$35 per week, and his counterpart in the *Marcelle* Company (1908), \$40.³⁸ Property men and electricians averaged \$20 to \$30 per week. With the relentless grind of one-night stands and the great distances covered every year, maintaining a stable, ordered life or family must have been next to impossible. It is doubtful that the backstage professions attracted only drunkards because there are many positive reports about stage crew. But in order to do this work and remain on the road for eight to ten months of the year, year after year, a person would have to really enjoy long hours and travel.

Crew in the road theatres seem to have had a more stable existence than those who travelled with the companies. The majority of the stage hands who worked in the theatres were members of the International Alliance of Theatrical Stage Employees (IATSE) by the turn-of-the-century. The first local of IATSE, Local One Theatrical Protective Union, was formed in New York City in 1886. In 1893, the first convention of locals was held in New York, and the union was formally granted a charter by the American Federation of Labour in 1894. At its founding it had

member locals in New York, Chicago, Pittsburgh, Denver, Philadelphia, Buffalo, Syracuse, St. Louis, Boston, Cincinnati and Brooklyn. The union was known as the National Alliance of Theatrical Stage Employees until 1902 when the first two Canadian locals were admitted, Local 56 (Montreal) and Local 58 (Toronto), and the union truly became an International.³⁹ The union's real power was not firmly established until it won a pivotal strike in 1911 at two Syndicate theatres in New Orleans, the Crescent and the Tulane.

The strike at the Tulane and Crescent is not being countenanced because of its local import, but because the Tulane and Crescent in New Orleans are the base where Klaw & Erlanger and their allied interests and the I. A. T. S. E. are to wage a battle that will tell whether unionism in the theatre is to become a power.⁴⁰

The strike ended over thirty weeks later when Klaw and Erlanger acceded to the union's demands. In Appendix J is an example of an IATSE contract from the period. The document is quite simple by the standards of the 1990s and only established a pay scale and some very basic working conditions. The rates of pay, \$24 per week for carpenter, \$18 and \$16 for the other positions, are lower than those of road personnel, but since non-touring crew were resident in only one city their living expenses would also have been lower. Germain Quinn, a long-time member of the I.A.T.S.E. executive and a stagehand at the turn of the century, commented on the changes in working conditions for backstage workers in his 1926 autobiography (perhaps the only autobiography written by a stage mechanic in the period):

The prevailing arrangements in theatres at the present time, although deficient in many adequate ways for comfort, are appreciably superior to the exacting precepts of the past.... The Theatrical Mechanics, or "Stage Hands," fared even worse than the Actors. Many theatrical

managers throughout the United States and Canada have “waxed fat” financially upon the labor of theatrical stage employees. For years, the men behind the scenes, such as carpenters, propertymen, gas men, electricians, lamp operators, flymen and scene shifters gave their valuable services for little or no remuneration because of the inevitable presence of a plentiful array of “stage struck” gents, who were willing to work, “just to see the show.” The owners and managers of theatres always encouraged the overtures of these impromptu “stage hands.” It is a fact worth noting that the wages of stage mechanics, in the past, for a period of five seasons, did not equal the amount paid for one season’s service at the present time.

The stage mechanics are the chief beneficiaries of the theatrical unions. They receive larger salaries for the actual amount of work performed by them, than the sums paid to any other craftsman in America, for the same length of service. Yet it cannot be said that they are undeserving of that benefit when we remember the small recompense that they received for a period of fifty years.⁴¹

4.5 Events and Conditions on the Road

The quality of theatres encountered by road companies on tour varied widely from location to location. John Drew wrote in his autobiography of the sometimes deplorable conditions encountered in road theatres:

In the revival of *Rosemary*, I was booked to appear for one night in the Metropolitan Theatre at Rochester, Minnesota, the home of the Mayo brothers. When I reached the theatre I found it was a horrible hole. The condition of things behind the scenes was shocking, to say the least. I was infuriated with my stage manager, because he hadn’t told me about the theatre. He had gone there during the day in time to have had something done. At least there might have been some cleaning done.

I wrote the health officer, who happened to be one of the Mayo brothers, and told him of the desperate condition of the theatre. He went with the mayor of the town to see the place and ordered the theatre closed until it should be renovated and cleaned.⁴²

Due to her continual battle with the Syndicate, Minnie Maddern-Fiske had to play many run-down road theatres on her tours of North America. For example, when she

was in Washington State during her 1907 tour of *The New York Idea*:

Bellingham was another Trust town, but Minnie secured a ghost of a theatre. Bellingham had resulted from the merging of two rival towns, with one theatre.... After the merger, the citizens buried the hatchet and built a new theatre, and the old one fell into disuse. When the Manhattan Company arrived, it had been closed for years and almost forgotten; its opening doors groaned like the gates of a disused cemetery, and bats flew out.

During the second act, a disturbed bat short-circuited the switchboard and put the house in darkness. While they waited for lights, the actors ad-libbed lines which delighted their audience and established a warm bond across the darkened footlights.⁴³

Another actor who had to deal with a darkened theatre was Otis Skinner. A few hours before the evening curtain in Sioux Falls, South Dakota, the city's electrical plant failed and the performance had to be given by candlelight:

Every available shop was sought for candles, of which only a meager lot of common or garden variety could be found. Candlesticks were not to be had, but a neighboring saloon donated empty bottles. These served (the candles fitted to stick into the bottle mouths) for the dressing-rooms and were then carried off to light the stage with feeble gleams. A railway locomotive head-light was fetched and placed on the upright piano top in the orchestra pit. In front of this cruel glare we played important scenes, and then slunk back into shadowy gloom. Between acts each actor grabbed a beer-bottled candle and repaired down the steep stairway to the cellar dressing rooms, while the head-light was turned round to light the orchestra (a piano and two fiddles)... We went through the entire evening with that ridiculous head-light and the bottle-filled candles.⁴⁴

The key to the success of the above two performers was their ability to adapt to changing conditions on the road. Another performer who showed this ability was Sir John Martin-Harvey. Martin-Harvey toured his production of *Oedipus* to Toronto and Montreal with full sets including two "monstrous" columns, but could not take them with him on his move to Western Canada. Instead he substituted a lighting effect and

wide strips of burlap hung from the flies twelve inches from the backdrop to give the appearance of solid columns.⁴⁵

While many of the theatres in the smaller stops were of lesser quality, Ethel Barrymore felt differently about the audiences found there:

Audiences were- and are- always good in one-night towns where they are composed so largely of people who really want to see the play and have only this one chance to see it. One of these audiences in Little Rock, Arkansas, was the best I ever played to. I remember it that way because they were so eager to be pleased. When an audience is like that, they help you so; you know they are with you and you don't have that extra drain on your energy to keep them from coughing or moving about in their seats. One-night stands are the best audiences in America.⁴⁶

Lillian Russell also appreciated the smaller stops. The following remarks were recorded after she completed a thirty-three week tour covering 27,000 miles with her receiving an average weekly salary of just under \$2,000:

"From this time on you may count me as one of the most enthusiastic laudators of the one-night stands," she told reporters on her arrival in New York. "Leaving the kegs of money that we made quite out of the question, I really enjoyed my tour hugely."⁴⁷

To cover such vast distances as the Russell tour did, a company on the road was almost wholly dependent on the railroads for transportation. Any problems with the railroad operations usually resulted in difficulties or delays for theatrical companies.

On March 9, 1910, C. A. Bird, the Shuberts' general manager, sent a letter to O. W. Ruggles, the passenger agent of the Toronto, Hamilton and Buffalo Railway, concerning a claim of \$1000 against the railway for a lost matinée. The Frank Daniels Company was supposed to move from Brantford to London in time for an

afternoon performance of *The Belle of Brittany*, but the baggage car was so late that the performance was cancelled.⁴⁸ Ruggles replied that the letter should have gone to one F. F. Backus, to whom Bird wrote on March 14, 1910. Backus replied that he would investigate the matter and make a report.⁴⁹ On April 4, Backus wrote to Bird rejecting the claim because the train lost time due to snow and weather conditions that were beyond the control of the railway, and thus they were not responsible for the lost matinée.⁵⁰ Canby's note pertaining to late trains is similar to remarks that appear in many telegrams at the Shubert Archives. Other more thrilling incidents could happen to companies while loaded in trains.

On February 10, 1906, the Dora Thorne company was almost buried under a snow slide outside Provo, Utah. After the train was stopped, the manager of the company sent for a team of horses to get to the next town:

After the teams had been loaded and had gone on a short distance two men came running down the road, shouting to them to "Go back, quick!" as a snow slide was coming. The members of the company literally had to run for their lives. Millions of tons of snow, packed as hard as ice, completely covered the road where they had been for over three hundred feet in length and from forty to sixty feet deep. Shortly afterward there came a second slide in the rear, absolutely hemming them in. The train crew, becoming panic stricken, went back to Provo. The men of the company took axes and cut a path through the brush next the river, got the ladies and horses through, then took the sleigh apart and dragged that through also. There were still two big baggage sleighs to be carried over and all the trunks to be transferred.⁵¹

The train carrying Tyrone Power and his company was also trapped in the snow for thirty-six hours near Albany, New York, in February 1912. Food was supplied to the performers and other passengers from a hotel about a mile away.⁵²

An accident befell Nazimova during her 1908-9 tour. A telegram from Canby to the home office on December 9, 1908 notes that “madame had painful fall while on the scene in first act curtain rung down able to continue half hour later arm hurt but nothing serious.”⁵³ The event made enough of a stir to be included in the *New York Times* on December 11:

An accident to Mme. Nazimova in the first act of the “Doll’s House” at the Oliver Theatre last night threatened to prevent the continuance of the performance... Dodson Mitchell, who took the part of Thorwald [sic] Helmer, went to her assistance with such naturalness that the audience supposed that the incident was a bit of stage effect until the sudden fall of the curtain made it evident that an accident had occurred.⁵⁴

In Canby’s follow-up letter the next day, it is interesting to note that his opening paragraph contains no mention of Nazimova, but does mention the amount of the box-office take: “We had a close call last night, with over \$1,200 in the house.”⁵⁵ I am sure that this accident was only a “close call” because if the performance had been cancelled, the audience would have received refunds. Nazimova was a money-making asset to the Shuberts, and the possibility of the refund of an entire day’s box-office takings was perhaps more frightening than the prospect of a star in physical pain. Canby finishes his letter by writing that he wired ahead to the next stop, Omaha, to post notice that the accident was slight and that the show would take place there as advertised. J. J. Shubert wrote back the next day, sending his sympathies and relating that he had to reassure the newspapers that Nazimova had not had a catastrophic accident as some sources were reporting.⁵⁶ Her performances in Omaha went ahead as planned, except that Canby had another incident to deal with, this time

in connection with the theatre management there.

When companies were playing theatres that were not owned or leased directly by the New York office, company managers often had to keep an eye on the local manager to make sure that he was not manipulating the box office in his favour. Commonly, local managers would sell tickets to an attraction, but might not list all the ticket sales on the treasurer's report so that the road manager would not know about the extra attendees. Earlier in the tour when Nazimova was playing Kansas City, Missouri, Canby was instructed by J. J. Shubert to put men on the gallery doors each night to count the patrons and to collect the company's money from the theatre after every performance.⁵⁷ Canby responded that he had anticipated the need to do so and he had assigned their assistant property man to count audience members in the gallery.⁵⁸ Since both Shubert and Canby knew of the possibility of being cheated in Kansas City, the management there must have had a reputation on the road as being dishonest. This leads to the question of why play there in the first place. Perhaps it was the only first-class touring house open to the Shuberts in the town, as they were still at war with the Syndicate for road dominance. Also, attempts to trim a touring company's share of the box office may have been common, for five days later J. J. Shubert sent another letter to Canby telling him that

[w]hen you go to Omaha, be sure you get your full share before you let the curtain go up on the last act. That is the town where they tried to cut our terms for the "Girls" Company and we held the curtain until they paid us.⁵⁹

Apparently the theatre managers in Omaha had not forgotten the so called "Girls Company incident" for, after Canby had held the curtain on the December 12, 1908

performance to get his box-office settlement, the local sheriff put a claim against the company for the money that the theatre managers in Omaha thought was due them from the "Girls" engagement. Canby was forced to pay \$382 and take the sheriff's receipt while submitting a letter of protest.⁶⁰ J. J. Shubert wrote Canby on December 15 that he would reimburse Canby for the sheriff's bill and that he would no longer play Shubert attractions in Mr. Woodward's theatres in Kansas City, Sioux City or Omaha.⁶¹ O. D. Woodward with his partner Burgess operated a string of theatres in Missouri, Nebraska, Iowa, Minnesota and South Dakota and were associated with the Syndicate, so it was only natural that a certain distrust existed between them and the Shuberts. Since the bottom line was the only concern of theatre managers and impresarios, it is not surprising that "cut-throat" business methods were common on the road.

4.6 Profitability of Road Companies and Theatres

Generally the Shuberts and the Syndicate made a great deal of money on both road companies and theatres. One of the early successes of the Shubert firm was the *Chinese Honeymoon* company touring in 1902-4. The company was on the road for ninety weeks in these years, from May 17, 1902 to April 2, 1904, and the company posted a net profit of \$27,047.82. For the young Shubert Corporation, this company provided a welcome infusion of cash. However, the amount of money the *Chinese Honeymoon* company made was small compared to the very popular Syndicate companies of the *Merry Widow* for the season 1907-8. The Eastern *Merry Widow* company began its tour in the week of September 28, 1907, and finished twenty-two

weeks later in February 1908. The total profit for their tour was \$92,177.15. The Western version of this company did quite well, too. Their season lasted only thirteen weeks and netted a profit of \$50,077.26. In thirty-five playing weeks, these two companies yielded \$142,254.41 or \$4,064.41 per week. In contrast, the Shubert company only yielded \$300.53 per week. This discrepancy could be explained by better access to first-class theatres and better routing available for the Syndicate company. Since the Shuberts controlled very few theatres in 1902-4, they would have gotten a less generous box office division than that Syndicate company as well. However, in the same season that the *Merry Widow* travelled the country, Alla Nazimova's company was also doing good business.

In general, the Nazimova season was successful financially. Canby was able to send a profit cheque to the Home Office of \$2,000 to \$5,000 every week. As of June 19, 1909, the total profit for Nazimova's 1908-9 season was \$60,635.38. Before the week of June 26, 1909, the Nazimova Company disbanded. After the 26th few companies were still operating (See Chart 1).⁶² However, profits varied during those six months depending on how much the company travelled, where they performed, and whether they played a week's stand or a series of one-night stands. The highest profits for the Nazimova company in the second half of the season were posted in Cleveland, Los Angeles, San Francisco and a series of shorter stands between Cincinnati and Cleveland. The higher profit in San Francisco was earned during the second week there when travelling expenses would have been almost nil. Nazimova's only weekly loss during the period occurred in Duluth, Minnesota, at the end of her

season. It is likely that good weather kept audiences away in what was normally a good theatre city on the important touring route from Minneapolis to Winnipeg. The other low points of her tour happened either in territory she had already covered earlier in the season, the short stands between Philadelphia and Denver, or through the Deep South, a Syndicate-dominated territory. In spite of the poor profits of those few weeks and the loss concurred in Duluth, Nazimova's season was relatively successful when compared to those of other Shubert companies on the road at the same time.

Chart 2 shows the total profits/losses of Shubert companies on the road in the period January to July, 1909. No other single production during this time equalled the profits of Nazimova's company. If the profits from three *Blue Mouse* companies were combined, one could say one play brought more revenue, but not one company. The real surprise on this chart is the number of companies that ended the year with losses. When the Shuberts' total losses are compared with total profits, a positive balance of \$151,773.54 is obtained (profits: \$259,002.36, losses: \$107,228.82). Almost half of the year's profits were eliminated by the losses of fourteen companies. Even though a slim majority of companies posted a profit, sixteen in total, if Nazimova and the three *Blue Mouse* companies are removed from this total, the season would have to be judged only marginally successful, with a net gain of \$679.69 (the gross profit changes to \$107,907.13, with total losses as above). The reasons the Shuberts kept unprofitable companies on the road varied. Some stars were guaranteed a minimum number of playing weeks in their contract and thus might stay out on the road even

after their companies were no longer profitable. The Shuberts also had booking contracts with theatres that called for a minimum number of playing days. To satisfy these contracts, it might have been financially advantageous to keep an unprofitable company on the road rather than reroute a profitable company out of richer territories or a currently profitable route. There was also an initial investment the Shuberts hoped to recoup for each new production. By keeping a company on the road hoping for a turnaround, the Shuberts were gambling that they might gain back some of their losses. As well, one or the other of the brothers might have had particular faith in a company and may have wished to keep it on the road in the hope that profits would increase.

If we compare Nazimova's box-office performance against those of six other stars also touring that year for the Shuberts, we see that her season, her first on the road and only her third as an English-speaking star, was much more successful than those of many better-established stars. Her success is a justification of the Shuberts' confidence in signing her to a lucrative contract before her worth was demonstrated by her box-office prowess. There are many variables to consider when accounting for the losses of the other stars, such as tour routing, material played, competition, weather and supporting players. In general, though, Nazimova's season must have seemed like a shining beacon in the otherwise unimpressive shadows of the Shubert Theatrical Company's balance sheet for the year 1908-9.

However, the profits made by companies were much smaller than those reaped by theatres. Chart 3 shows the profits of the Klaw and Erlanger theatres for

the season 1909-10. Even more telling is the total profit for Klaw and Erlanger's twenty-five theatres over five years (1905-10) which came to \$5,040,064.⁶³ By this period, Klaw and Erlanger had no outside investors with whom they had to share these profits, making them very wealthy men. Four years later, the Shuberts were reaping comparably large profits from their theatres as well. For the first half of the 1913-14 season, the seventy-one theatres they operated yielded a net profit of \$601,437.40.⁶⁴

4.7 Conclusion

The road company was a living organism on the road of the early twentieth century forged by the profit-conscious industrialization of the commercial theatre. By the first decade of the century, the personnel structure of the combination company was well set and able to be mass produced as easily as Henry Ford's Model 'T'. Unlike the troupes of the actor-managers before them, where artistic control and business leadership were mostly united in one person, the combinations divided these functions between management, stage staff and performers. This three-tiered hierarchy replaced the flat organization of the nineteenth-century actor-manager where even the newest actor had immediate access to the head of the company. However, the greatest difference between the actor-manager on tour earlier in the nineteenth century and the large organizations of the early twentieth was the degree of centralized control exercised from New York. While early tours operated autonomously, all of a producing company's tours taking place after the turn of the century were coordinated in such a way to maximize profits through better

scheduling and the reduction of daily expenses.

The Shubert generals had succeeded in removing themselves from the scene of the battle just as the military generals were to do during the First World War. Instead, they sent out their junior officers, the company managers and advance agents, to do battle in their place. The junior officers in turn relayed the commands from theatrical headquarters to the lowest echelons, the actors and stage staff. Due to the regularity of rail and telegraph service the Shuberts, and Syndicate, were able to marshal their forces with pinpoint precision from road theatre to road theatre much as a military general might manoeuvre his forces from the site of one battle to the next.

Chapter 5

Grabbing the Canuck Coin: Canada and the Road

...in a theatrical discussion, Western Canada is as distinct from Eastern Canada as Oregon from New England. Not that there is any striking discrepancy in the public's predilections, or a better or worse treatment by producers and "the magnates," but the geographical barrier is so considerable that the two sections are separately organized and separately served. With rare exceptions companies do not cover Canada from coast to coast without a detour through Michigan, Wisconsin and Minnesota. Generally speaking, Ontario and Quebec are served direct by New York road companies while Western Canada often depends on San Francisco organizations striking northward and thence eastward through the Dominion as far as Winnipeg. There are of course other alternative systems but the foregoing is the customary observance.¹

Figure 5 shows Sarah Bernhardt's 1905-6 tour in the Western United States and Canada. To access Winnipeg, Vancouver and Victoria, Bernhardt moved north from the nearest point in the United States rather than moving from east to west within Canada. The main reason for this pattern of movement was a lack of cities in Western Canada between Winnipeg and Vancouver that were large enough to guarantee a profit for a touring company. Companies that appeared both in Toronto and Winnipeg during the same tour travelled between the cities through the United States because the wilds of Northern Ontario were even more sparsely populated than the rural areas of the Prairies and British Columbia. The movement of Sarah Bernhardt's tour was typical of touring patterns in the first decade of the twentieth century in Canada.

The purpose of this chapter is twofold. My first objective is to show how the

home offices in New York dealt with remote theatre circuits on the road. While the chapter will not give a detailed history of theatre in Canada, its second objective is to give some idea of business operations in the country circa 1900-16. The manner in which the New York offices dealt with the Canadian circuits was quite similar to the way they dealt with minor circuits in all parts of North America. In fact, the business correspondence between circuit managers and the New York offices was very similar in content whether the circuit was located in the United States or Canada. However, there were a few differences between business operations in Canada and the United States that needed to be addressed, such as border crossings, customs duties, and Canada's entry into World War One in 1914.

5.1 Some General Trends

Troupes and stars from the United States and overseas started visiting central Canada in the first three decades of the nineteenth century (including such luminaries as Edmund Kean).² According to Richard Plant's "Chronology: Theatre in Ontario to 1914," the earliest company to arrive in York was "a group of 'New York comic gentry'" who performed *The School for Scandal* on February 11, 1809.³ On the West Coast, the first professional theatre company to arrive was the George Chapman Pioneer Dramatic Company in March, 1859.⁴ This company followed the miners moving north from California to Victoria after gold was discovered in the Fraser Valley. Since the Canadian Prairies were settled later than the other regions of Canada, theatrical development also took place later than in other parts of the country. However, by the 1870s, theatrical performances took place regularly in

Winnipeg and theatre spread out to the other major cities on the prairies shortly after.⁵

Two patterns dominated touring in Canada after the foundation of the Syndicate in 1896. From 1896 to 1913, touring stops in Canada acted strictly as adjuncts to circuits in the United States and were almost wholly dependent on American or European combinations which originated in New York.⁶ J.E. Middleton's 1914 comments on American domination of the theatrical scene in Canada sum up the situation succinctly: "There is no Canadian Drama. It is merely a branch of the American Theatre, and let it be said, a most profitable one."⁷ Three main circuits covered the majority of profitable stops in Canada: Ambrose J. Small's circuit with theatres throughout Ontario and Quebec; Corliss P. Walker's Breadbasket circuit with stops across the Prairie Provinces and in North Dakota and Minnesota; and John Cort's Northwestern Theatrical Association which controlled the bookings of many of the theatres in Washington, Montana, Idaho, Utah and Oregon as well as theatres in Vancouver, Victoria, Nanaimo and New Westminster.⁸ All three of these circuits were booked first by the Syndicate and later by the Shuberts. As well, both of the New York firms also directly controlled theatres in Ontario and Quebec. The Shuberts directly controlled the Royal Alexandra in Toronto and the Princess in Montreal and the Syndicate controlled the Princess in Toronto and Her Majesty's in Montreal.

Both Central Canada and British Columbia saw Syndicate travelling combinations shortly after the monopoly's formation. While these combinations

toured through Ontario at theatres the Syndicate controlled in Toronto (first the Grand Opera House then the Princess), M. B. Leavitt states that Ambrose Small “founded the first successful circuit in that section of the country and has operated it profitably not only for himself but also for the producing manager.”⁹ Small initially booked attractions through the Syndicate and later through the Shuberts.

Out on the West Coast, John Cort established booking control over many theatres in Washington, Oregon, Idaho, Montana and British Columbia:

After the turn of the century all major theatres in British Columbia were governed by a circuit: the legitimate theatres fell under the Northwestern Theatrical Association [managed by John Cort].¹⁰

Cort dealt with the Syndicate and later the Shuberts to book combinations over his circuit as well as producing his own companies. Later, Cort represented the interests of C. P. Walker in Winnipeg as well.

Walker was the true pioneer theatrical manager of the Canadian Prairies. Through his New York contacts and the fact that he controlled theatres in North Dakota and Minnesota as well as Winnipeg, he was able to lure touring combinations north into Canada. However, Ruth Walker Harvey (Walker’s daughter) noted that when Walker first tried to bring companies up to Winnipeg, a New York manager supposedly exclaimed: “Winnipeg!... How do they get there – by dog sled? What do they play in – an igloo?”¹¹ But after years of hard work, Harvey noted:

Now [circa 1914-15] my father’s booking chain of theatres stretched across the prairies into the foothills of the Rockies and companies from New York could move from Minneapolis into the circuit through the towns of the Red River Valley, and so north to Winnipeg and on through Western Canada, playing Regina, Saskatoon, Lethbridge, Calgary and Edmonton.¹²

Walker, like Cort and Small, booked attractions through the Syndicate; later, when he adopted the open door policy, he booked through the Shuberts.

Such growth in Canadian circuits led to almost unbridled optimism for the continued vitality of the Canadian road. Robson Black wrote in the *New York Dramatic Mirror* in 1913:

In point of fact, Canada has taken such a stride forward into theatrical life during the past five years that actors and managers subsequently unacquainted with its ways have founded their impressions on an out-of-date basis. While maintaining its identity as a separate political system more tenaciously than ever, its people, through necessity – and without much balking – have merged their amusement interests with those of the United States until today New York is as much the source of supply for Toronto and Montreal as for Pittsburgh and Buffalo... few evidences are available that the people of Canada feel disposed at this stage of their growth towards independent or “national” control of visiting amusements.¹³

Black also comments on the lack of touring in the Maritimes of Canada:

... one faces a long haul four hundred miles to St. John, New Brunswick [to go from the last large English speaking audience in Montreal] thence to Amherst, Truro and Halifax. Not every company is anxious to attack the problem of the Maritime provinces a second time. To some the grist of patronage grinds joyously; to others it has the astringent odor of the lemon orchard. Attempts have been made to organize the towns into a circuit and such efforts are proceeding now. One bothersome fact is the difficulty of making the jumps profitably; another is the unwillingness of some of the towns to pay above a seventy-five cent maximum because pirate and stock have been giving them “The Drama” at that cost for many years. English musical comedies and English dramatic stars make very satisfactory headway in this territory...¹⁴

In fact, English stars could play to excellent business across Canada. Despite Black’s assertion that Canadians readily accepted American companies, there was in reality a great deal of anti-American sentiment in the country, a fact well documented by

Richard Borden's election as Prime Minister in 1911 with a largely anti-American agenda.

The Canadian predilection for English stars found its expression in the founding of two theatrical societies whose main purpose was to bring stars from England for all-Canadian tours: The British-Canadian Theatrical Organization (1913) and the Trans-Canada Theatre Society (1919).¹⁵ These two societies reflect the second pattern of touring in Canada, that of looking to England for theatrical salvation. The operations of the British-Canadian society were severely curtailed by the onset of the First World War and the resulting danger of Atlantic crossings. While activity on the road reached its zenith in about 1905 and declined thereafter, the Great War further reduced theatrical traffic on the road, especially in Canada, and destroyed the British-Canadian Theatrical Organization. During the war, prior to the United States' entry in 1917, many of the combinations sent into Canada from the United States were regarded unfavourably by Canadian audiences as unpatriotic, especially if they had any pro-German elements or demonstrated outright American patriotism.¹⁶ By war's end, the road was extremely sick in both Canada and the United States. At this time businessman H. Wyndham Beauclerk of Montreal felt that a Canadian company again offering all-Canadian touring routes to English companies could be successful. To this end, Trans-Canada Theatres was formed and purchased the assets (or the right to lease/book the assets) of A. J. Small's circuit, C. P. Walker's circuit and theatres on the West and East Coasts. Unfortunately, this venture also failed, and by the mid 1920s

... the prairies provinces are practically closed to legitimate drama, with the movie in almost complete control.¹⁷

At Vancouver Pantages Vaudeville and picture houses are doing well. There is no stock there and no road shows have been booked.¹⁸

[After the First World War] the Americans continued to send companies to Canada, but the power of the syndicates waned as a result of the war. Eventually only the larger cities were privileged to receive the Broadway successes. The field was now open to Canadian companies, but alas it was too late. The golden age of the touring company was ending and there was nothing to look forward to.¹⁹

5.2 Shubert Opinions on Canada: 1910

Before the onset of the First World War and the virtual elimination of the road as a viable business option, the Shuberts (especially J. J.) were quite bullish on the theatrical future of Canada:

Regarding the Russell Theatre in Ottawa[,] we must have that house. With that theatre, we will have absolute control of Canada. I really think we ought to get hold of the house in Quebec also. Do you think it is of any value. They tell me it is a fine theatre and it would make a very good three night stand with our attractions, and by playing Ottawa three nights and Quebec three nights and then Montreal and Toronto, we could easily coral [sic] the balance of the circuit in Canada. This is a very important proposition and one to be reckoned with in the theatrical business in the future, as I think the future of the Canadian cities are a great deal more important than the American ones. Its growth is such that it [the Canadian circuit] will be of great value later on.²⁰

J. J. Shubert, writing to Shubert ally Lawrence Solman in Toronto (manager of the Royal Alexandra and business partner), was referring strictly to Ontario and Quebec in this letter, even though he referred to “the circuit in Canada.” He also demonstrated a lack of knowledge about the viability of sending an English language company to Quebec for an equal amount of days as Ottawa, given Quebec’s small

Anglophone population. In a follow-up letter on February 25th he again re-iterated to Solman that “we must have Canada above everything else.”²¹

While Solman looked after the Shubert interests in Central Canada, J. J. engaged John F. Harley, an agent for Liebler & Company, to tie up booking contracts for the Canadian Prairies and West Coast in 1910. Harley toured the Canadian Plains in February and March of 1910 and then moved to Victoria, Vancouver and Seattle later that spring. While in Winnipeg, he tried to come to an arrangement with Walker for the Shuberts, but was unsuccessful (Walker switched his allegiance to the Shuberts shortly thereafter, but at the time was hosting Morris Vaudeville acts). Harley did succeed in securing booking contracts in Edmonton, Moose Jaw, Saskatoon, Regina (all four with the managerial partnership of Groves and Moore) and Calgary (with owner/manager W. B. Sherman).

In Harley’s letters to Lee and J. J., he gives details on theatrical conditions in many prairie communities:

I put in yesterday at Saskatoon looking over the ground there; the present house is absolutely impossible in regard to seating capacity, stage room and general disrepair... The new house in Regina of which he [Mr. Groves of Regina] is the manager cost land and all about \$35,000 and we are working upon these figures for both Saskatoon and Moose Jaw.²²

Later in the above letter, Harley asks if the Shuberts have any interest in taking \$2,500 worth of stock in the new theatres in Saskatoon and Moose Jaw. However,

J. J. quickly answered in the negative to this proposition:

Try [to] get houses without putting up advances. Don’t like to invest in small towns unless absolutely necessary.²³

Of course \$2,500.00 is not much, but it is a whole lot to tie up a little one night stand.²⁴

A few days later J. J. opened the door a crack to such investments after a few more letters from Harley:

While we would not hesitate in putting up money in towns where there is a chance – we hate to invest money in towns like Moose Jaw, Saskatoon, etc., but if it is going to help any that is a different proposition.²⁵

On many occasions the correspondence echoed J. J.'s negative sentiment whenever Harley asked if the Shuberts were interested in investing in theatres in the smaller towns. The Shuberts were very interested in playing their attractions over routes out west, but not in owning theatres. They pursued this policy because of its low risk to the corporation as they could easily re-route their companies if economic conditions in these cities deteriorated, but would have more difficulty recouping their losses if they became theatre owners.

To acquire a booking contract with the theatre in Edmonton (the old Opera House), Harley had to deal with Senator James Lougheed, the theatre's owner. Harley wrote to Lougheed on February 28, 1910, about the possibility of acquiring the booking rights for the Edmonton theatre. Lougheed replied on March 4:

I might say that your proposal is about the first concrete proposal of the kind that has been made to us, and I should therefore be glad to avail myself of its possibilities.²⁶

In Harley's reply to Lougheed's letter, he provides us with more information on the local situation:

I do not think it would be advisable for you to extend operations to Lethbridge or Saskatoon. It is other men's territory: Lethbridge

already has a house that will answer all purposes for a dozen years to come, while Davidson of Saskatoon informs the that a Mr. O'Connor from Prince Albert, I believe, is to build him a new \$40,000 house this spring, this statement might bear looking into, for should O'Connor not carry out his plans I cannot imagine a finer field for such an investment in the Saskatchewan districts.²⁷

Writing on March 9th, J. J. acknowledged Harley's recent work on the prairies and urged him on again:

... I trust you will be able to land everything, and that you'll be able to do something particularly in Vancouver and Victoria... One thing we must do and that is to tie up the northwestern country. I am afraid we will be up against it in Winnipeg, but when I get there, we will make arrangements to get a house if Walker will not take care of us. I'm going to coral [sic] the coast this time if it is ever to be done. Keep right after them hammer and tongs and advise me of your route at all times.²⁸

J. J. was referring to the entire West Coast, American and Canadian, in this letter, as Harley was to go to Washington, Oregon and California after he visited Victoria and Vancouver. At the time, John Cort was still with the Syndicate, but shortly after this letter was written he switched allegiance to the Shuberts. As a result, J. J. really had at last corralled the coast.²⁹

Before leaving the prairies, Harley wrote to J. J. and described the new Canadian circuit as follows:

... as the situation now stands with Brandon, Regina, Calgary and Edmonton two nights each between Winnipeg and Vancouver [each of which were three night stands]. Should Saskatoon and Moose Jaw come in on the new houses this will give us either a week of one night stands or one and one half weeks with Calgary and Edmonton two nights each. Should I succeed in Lethbridge it will further enhance the value of [the] situation.... The larger attractions with a half week in Winnipeg could finish up the week in Brandon – Regina and Calgary; the smaller attractions could play Winnipeg a full week and could make Brandon – Regina – Moose Jaw – Calgary – Edmonton

and Lethbridge, the latter on a side trip from Calgary and thence going to Vancouver on the one hand or through to Spokane on the other. Even as it stands the situation could scarcely be improved upon, Saskatoon and Moose Jaw are morally certain to build and will ultimately come in [to the circuit] and the C. P. [Canadian Pacific] situation is in our own hands.³⁰

Playing through to Spokane was potentially a more lucrative option than jumping straight from Calgary to Vancouver because, whereas the theatrical territory of Montana, Idaho and Washington was already developed, British Columbia offered no theatrical stops between the prairies and the coast.

Harley wrote J. J. on March 7th that he had secured Lethbridge and that "you now have a Canadian Pacific circuit superior in every way to the John Cort towns along the Northern Pacific." While J. J. agreed with Harley in a letter of March 11th, Shubert attractions played Cort's routes when he threw his support behind the Shuberts later in 1910.³¹

By the fourth week of March, Harley was in Vancouver trying to arrange a booking contract for the Shuberts. The theatre owners in Vancouver wanted the Shuberts to invest \$12,000 in the theatre company as well as contribute two years rental in advance. J. J. answered in the negative to this proposal and added that "at its best this town is only a good one night stand and we do not want to go into this proposition under the circumstances."³² J. J. was being a bit harsh in his analysis of Vancouver as it did have 100,000 people at the time and was growing at a fairly fast rate (about 1,000 people arrived every month).³³

Harley's final Canadian stop was in Victoria on about March 29th. There the members of the Victoria Board of Trade approached him to have the Shuberts

subscribe \$50,000 to the erection of a new theatre (the Board would raise \$100,000).³⁴ Harley recommended the venture to J. J.:

Regarding the investment itself and the general proposition I do not see how anything could be improved upon. It completely shuts the Klaw and Erlanger people out of Victoria as the old house here [the Victoria Theatre] is supposed to be turned into an office building the first part of next year...³⁵

The Shubert answer was short and to the point: "do not care to put up money for theatres in one night stands."³⁶

The news of this promising new Canadian circuit was somewhat overshadowed by the mass defection of former Syndicate allies to the Shubert camp in April and May of 1910. In fact, in a follow-up letter to Harley about the situation in Victoria, J. J. noted "I do not think we want to invest anything there now that we can get in there and play our attractions."³⁷ Harley summarized the results of his trip in a memo to the Shuberts on April 10, 1910 (for the full text see Appendix K).

While the tone of communications in 1910 was mostly optimistic, by 1915 conditions had deteriorated to the point where J. J. wrote Lawrence Solman in Toronto that

[i]t is a very hard proposition to get shows to go up there [to Montreal and Toronto]. We talk to them and try to do everything possible but they seem to dodge the issue. They are afraid to take any chances.³⁸

Since the Shuberts owned many of the shows, in reality they could have forced the companies to go to Canada if they had really wanted them to. But they did not want to send the shows into Canada where, due to a number of issues including the war, the quality of the companies, and the subject matter of the plays – business was poor.

In fact, the impact of the war was such that later in 1915 J. J. again wrote to Solman about the poor conditions in Canada:

You must see your landlords in Montreal and tell them that they must reduce the rent for the coming year. We cannot continue to pay this rent. Nobody wants to play Montreal under the present conditions. The war has made things impossible. We must, therefore, ask you to see the landlords at once and put the proposition up to them. Otherwise it will be hard to continue.

While on the subject, we wish you would see the people in Toronto. They must reduce their rent pending this war condition. We cannot go on losing money. It is bad enough when we play to profitable business, but conditions are such that shows will not go in to Canada. We will have to force them.

It is taking a long chance, and we think the people interested with you should reduce the rent during the war crisis to half. We must insist that they do something in regard to the matter.³⁹

Shubert's comments may seem a bit puzzling. How can business be profitable, but still require a reduction in rent? A possible reason was that the leases they held in these two cases were for a fixed yearly rate (\$20,000 for the Alexandra in Toronto, \$22,500 plus 10 percent of the yearly profits in Montreal for the Princess).⁴⁰ If Shubert's comments are taken at face value, perhaps the volume of business was so low that they could not play to an overall yearly profit while paying so much rent. In spite of the poor business during the war, the Shuberts did retain control of theatres in Toronto and Montreal after the fighting was over, but by 1927 these were the only Canadian cities in which the Shuberts held theatrical properties.⁴¹ In the span of seventeen years, the Shuberts went from absolutely needing theatres in Canada to having very little interest in the country.

5.3 Ambrose J. Small: “the most carefully booked territory in the world”

Ambrose Small is one of the most interesting figures in Canadian theatre history. Not only did he manage to build a large fortune based on theatrical properties, but he disappeared before he had a chance to spend any of his riches.

Robert Grau, writing in 1910, gave Small

... the credit for placing Toronto and the province of Ontario in a position where the best of the traveling combinations are induced to visit.... this dauntless young Canadian, after years of persistent effort, finally placed the business on such a basis that the managers of theatrical companies regard engagements here as the most profitable in their circuit. Canadian theatrical history results greatly from the labor which Mr. Small performs in his office in the Grand Opera House, Toronto, where the routes are arranged and the business – with an enormous amount of correspondence – of the circuit conducted.⁴²

Grau’s very positive evaluation of Small only reflected the financial success of the producer; however, critic and journalist Hector Charlesworth painted a very different picture of Small in 1928:

Despite his ability and despite his wealth he seemed to take a positive pleasure in petty acts of meanness and villainy that left incurable wounds. Some of his actions seemed as motiveless in proportion to the possible consequences as those of the villains of Elizabethan tragedy... In his relations with his local managers he was niggardly and on one occasion refused to pay twenty-five cents for sawdust that had been used to protect the public from slipping on an icy patch in front of his Guelph theatre because the manager had neglected to obtain a voucher. There were also grave suspicions among travelling managers as to the honesty of statements with regard to advance sales and like matters.⁴³

The story behind Small’s disappearance in December of 1919 is well covered in Charlesworth’s book and in Mary Brown’s article “Ambrose Small: A Ghost in Spite

of Himself.” While these sources cover personal details of Small’s life and some details of his business dealings, they provide little information on the day-to-day matters of running a circuit. Small had business dealings with both the Shuberts and the Syndicate during his career as a theatrical manager. Correspondence from the Shubert Archives indicates a distinct pattern in how Small conducted business with the offices in New York. Creating and confirming a booking could take up to four rounds of correspondence:

1. A route proposal sent from New York
2. a. An amended route sent back to New York or the first route approved.
b. On occasion, many routes would be proposed by Small and multiple rounds of negotiation with New York over the routes would take place.
3. a. Contracts showing the agreed route and financial terms sent from New York.
b. Quite often, Small felt that the box office split was unfair to him. Consequently, many rounds of negotiation would take place over the terms.
4. Finally, the time would be set and completed copies of the contract were held by all parties involved.

For the most part, booking proposals came from New York to Toronto, but occasionally Small reserved time for local groups in his theatres by notifying the Syndicate or Shubert booking offices.

Typically, the initial correspondence came to Small’s office as a request for a route between certain dates or as a direct request for certain cities on particular dates. If Klaw and Erlanger directly requested a city, they were usually asking only for time in the major centres of Ontario:

Please hold for “The College Widow” Ottawa January 21, 22 1907;
Kingston 23; Hamilton 24; London 25. (all next season) and

confirm.⁴⁴

Please hold April 9, Hamilton, for Richard Carle and confirm.⁴⁵

Usually Small would return confirmation of the dates, but he might make suggestions:

Replying to yours of the 4th, I have marked off for "The College Widow", Ottawa, January 21-22, 1907; Kingston, 23; Hamilton, 24; London, 25. Would like to suggest two nights for Hamilton, if at all possible to arrange it that way.⁴⁶

Usually, the New York office would accommodate Small's recommendations because of his superior knowledge of the territory, but sometimes the companies had to get to a town in the United States on a certain date and could not spend the extra time in Canada.

A typical example of a more general route request is contained in the following letter from Klaw and Erlanger to Small concerning their production of "The Wolf":

Please submit us 5 ½ weeks tour from October 12 to November 19. They play Montreal October 5 week – Toronto November 19 week – embody Ottawa 3 nights – Hamilton and London 2 nights each with matinees – please give this immediate attention.⁴⁷

Two days later, John Doughty, Small's personal secretary, returned a route schedule covering the time required (see first route schedule in Appendix F). Doughty's reply is the second round of correspondence: a proposal or confirmation of route. Many times the proposed route would be accepted and the process would move on to signing contracts. However, in some cases, such as for "The Pink Lady" in May 1916, Small was forced to propose multiple routes (for the complete correspondence

see Appendix L). Small's first proposal, dated May 6, 1913, opened on September 12 in Brockville and closed in Sudbury on October 9. About three weeks later on May 28, 1913, Small proposed a second route to open in Kingston on September 15 and again to close in Sudbury on October 9. In the letter, Small detailed three reasons for the amended route. He was already holding September 27 for another Klaw and Erlanger show, "The Garden of Allah." Apparently, he had forgotten about this booking in his initial letter, but was reminded about his commitment in the interim. Small also wrote that a new theatre was currently under construction in Berlin and might not be ready until after November 1. Finally, he rearranged the route to Port Midland after Barrie to avoid using the exact same rail lines twice.⁴⁸ Small wrote again on August 5th with refinements to the route. In this letter, Small lays out two alternate routes and asks Edward Thurnaer, a Klaw and Erlanger manager, to wire him to "fix up 'The Pink Lady' contracts for ROUTE NUMBER ONE or ROUTE NUMBER TWO."⁴⁹ On August 7, Small sent a final letter to Thurnaer confirming the company's route:

Am very glad that this route is cleaned up and out of the way, as we certainly did a lot of figuring on it up here to get the show placed to the best possible advantage.⁵⁰

This letter, which is really a part of round three of the booking correspondence, acknowledges completion of round four as well. In the final letter, Small wrote that he had filled out the contracts with the route and dates detailed in the August 5th letter. Even if alterations to the proposed route were unnecessary, a further round of correspondence was often dispatched. The usual round-four correspondence was

composed of a simple letter from New York noting that contracts for a particular show were enclosed and that Small should sign and return them.

Occasionally, a clause contained in the contracts was unacceptable to Small and a round of negotiations about the contract's terms began. The most contentious point in these contracts was usually the percentage division of the box office:

Respecting the enclosed telegram from Jack Welch, dislike to trouble you in the matter, but if not asking you too much I wish you would kindly explain to him that the terms for "Officer 666" are the same as conceded all other similar attractions in the Canadian cities; that is, 70% in my personal houses at Ottawa, Kingston, Hamilton and London, and 75% in the other cities. The latter, with the exception of Brantford and Peterboro, are all limited to strictly one attraction per week. This idea is not varied or butchered up in any way and we really cannot consistently expect the local manager, under such circumstances, to agree to such a prohibitive percentage as 80/20, which is the sharing basis Mr. Welch has suggested.

The layout for "Officer 666" is an excellent one, including as it does weekend and Saturday engagements in the best towns – London, Hamilton, Kingston and Ottawa.

We want to do everything we possibly can to make it both pleasant and profitable up here for the Cohan & Harris attractions, but at the same time I hope Jack Welch will be fair enough to give the local managers some little lee way for their money, also. ⁵¹

The route for the above production of "Officer 666" was already agreed on, but, according to Small, the show's manager was asking for an inequitable share of the box office. While on occasion Small directly wrote to the manager concerned, this time he called on Klaw and Erlanger to intercede because the "offending" firm was the popular Cohan and Harris partnership. If the owner of the production was less powerful, Small would deal more directly with the problem. Writing to Klaw and Erlanger about the production of "Madame Sherry" in May, 1911, Small's tone is

more dismissive:

During my absence from the city several very discourteous communications have been sent here by Woods, Frazee & Lederer's booking representative respecting the... time for "Madame Sherry"... Terms for all of the above to be 80%, excepting Brantford, where 75% is the best the local manager will agree to on Victoria Day, May 24th (formerly called the Queen's birthday).

If they do not care for the time and terms as indicated, they are at liberty to cancel same, but in so doing it will also of course cancel the time held for this attraction in the Canadian cities next season.⁵²

On the same day, Small wrote an even sterner letter to R. V. Leighton, the representative of the Woods, Frazee & Lederer firm:

Don't bother writing anymore letters about the "Madame Sherry" time. It will be played as originally laid out from Stratford, May 17th, to Belleville, May 26th, or it won't be played at all, and if you do not care for it that way, simply call it off altogether and cancel the route at present held in the Canadian cities for the same attraction next season. It is a matter of perfect indifference to me whether the attraction comes into this territory at all and I may say to you here that the pleasure of doing business with your office has diminished to such an extent that I prefer to discontinue any further communication with the firm of Woods, Frazee & Lederer while the booking remains in your hands.⁵³

Small definitely picked his fights carefully; instead of wanting "to do everything we possibly can to make it both pleasant and profitable up here for Cohan and Harris attractions" as in the case of "Officer 666," for "Madame Sherry" "[i]t is a matter of perfect indifference to me whether the attraction comes into this territory at all... ."

The basis for Small's indifference was doubtlessly his confidence that the Cohan and Harris attraction would generate more income than the Woods, Frazee and Lederer production. In addition, since most Cohan and Harris attractions were very popular and profitable, it was certainly in Small's best interests to deal cordially with them.

While the above cases represent Small's dealings with Klaw and Erlanger, even when Small shifted his bookings to the Shuberts, he still continued to have problems with the terms offered him:

The first application I have had for a Shubert attraction this season has just come to hand for "Pinafore", which attraction I would certainly like to play, but hardly at the terms suggested by Mr. Murry. I doubt very much if you will find in any other part of America [sic] territory that would be equally as good for a Gilbert & Sullivan revival as the Canadian cities and I really think you could well afford to accept the terms I have offered Mr. Murry at Hamilton and London, 80%, instead of holding out for such an absolutely prohibitive arrangement as 85/15.⁵⁴

Terms were always the most problematic issue with Small. Hector Charlesworth in his *More Candid Chronicles* recorded one of the methods Small used to manipulate the percentages in his favour:

In later years one of Small's favourite methods in dealing with touring managers desirous of playing Canadian time was to agree verbally to certain percentages. He was all geniality on such occasions and after taking a memo, would instruct the manager to come back in a few hours and sign the contracts. Unless the manager were an experienced hand who read the contracts carefully, he would almost invariably find after he had signed on the dotted line that "jokers" had been inserted which deprived his company of its agreed percentage. During the signing process Small was always in a hurry and full of genial quips to divert the manager from the text, and if the individual happened to be a stranger, or a man of guileless nature, the ruse usually succeeded. If the deception were detected Small was all indignation and profuse in apologies. He would call in his secretary, John Doughty, and threaten him with dismissal if he made anymore "mistakes" of that kind.⁵⁵

Of course it might be argued that neither Small nor any other businessmen could have built such a large empire by conceding the best terms to other companies. Indeed, the Shuberts were notoriously hard-nosed about their business dealings as

well.

Small's letters provide further interesting details about his business methods and the local conditions in which he operated. Small sent a particularly telling letter to Charles Osgood, Klaw and Erlanger's booking manager, on June 7, 1907. In this letter, marked in upper caps as confidential, Small offered Osgood a share of his profits from the Russell Theatre in Ottawa for the next season as a "token of gratitude." Small was entitled to one-third of the profits from that theatre and estimated his share at "easily \$15,000 to \$18,000 if not better." The key to Small's offer was spelled out in the fourth paragraph of the letter:

The Russell is the only house I have on a percentage or booking basis, where I can suggest a divvy of this kind, to say nothing of the fact that I play it principally with the line of attractions in which you yourself are personally interested – the "dollar shows" are also a good winning proposition and the house gets pretty nearly every "local" in Ottawa.⁵⁶

Small seems to be implying that if Osgood sent him more and better productions, Osgood's share of the one-third profit would be higher. Since these extra shows would probably also be booked on the rest of Small's circuit, Small would ultimately reap even higher profits throughout his empire by sacrificing a part of his Ottawa profits to "grease" Osgood's hand.

Weather and distance were also issues brought up in Small's correspondence:

Respecting the time for Margaret Anglin, the Grand Trunk people inform me that if the company can leave North Bay at 11 p.m., it is possible for them to reach Guelph about 6 p.m. next day. However, during the month of December the weather is rather severe in the Northern country and train connections are uncertain owing to the heavy snow storms prevalent at that stage of the year...⁵⁷

While delays due to severe weather were quite common in Ontario, they also

regularly occurred in the northern United States as well as on the Canadian Prairies (see below in the section on C. P. Walker). While the weather did not completely prevent touring, its effects had to be accounted for when Small was making out his route schedules.

Small began his theatrical empire when he acquired the Grand Opera House in Toronto in 1903.⁵⁸ A promotional brochure from April, 1909 shows how, in six short years, his empire had spread out from Toronto to cover all of the principal cities and towns of Ontario, as well as many of the province's smaller communities (see Figure 6). Nine years later he sold his entire holdings to Henry Wyndham Beauclerk and Trans-Canada Theatres.

The sale documents from 1919 detail the holdings of Small's empire (see Appendix M). In the years between the creation of the promotional brochure and the sale of his assets, Small's holdings had actually shrunk. That contraction was probably due to the general decline of the road. The timing of this sale was impeccable because in a few short years the road would become truly a ghost of its former glory.

In the early evening of December 2, 1919, Small disappeared without a trace. That morning he had deposited the down payment from Trans-Canada Theatres of one million dollars into his bank account. The money was never touched again by Small. Some postulate that an angry former business associate did him in; others thought a lover of his wife might have done it. In any case, his disappearance deprived him of any opportunity to gloat over his new riches.⁵⁹

5.4 Corliss P. Walker and “The Breadbasket Circuit”

It was James J. Hill – “Jim” to everyone west of Chicago – who encouraged my father to come to Winnipeg in the nineties. Papa, living in Fargo on the Red, had visited Winnipeg and thought of extending his circuit of theatres north. One day over lunch in St. Paul when Jim Hill could talk of nothing but the wonderful country the railways were opening up across the Canadian border, papa asked about Winnipeg. “It’s going to be another Chicago,” Hill said. So papa went up and had a look round. He found a little theatre already there and he leased it. It was a small old-fashioned building that very occasionally housed some entertainment – a lecture, a concert, or an amateur show got up in sheer desperation by the amusement-hungry people of the mushrooming town.⁶⁰

Walker was born in 1853 in Vermont and originally apprenticed as a printer. While a printer, he was exposed to theatrical advertising and later was asked to book a hall for a client.⁶¹ From this simple beginning, Walker built a sizable circuit with stops across the American and Canadian Plains. When he was approached by Hill, he had already leased theatres in Crookston and Brainerd, Minnesota and Fargo and Grand Forks, North Dakota. To these theatres he added the Winnipeg Theatre (built in 1897) and the Breadbasket Circuit was born.

However, according to Walker’s daughter Ruth Harvey, he planned to construct a new theatre in Winnipeg almost from the time he arrived in that city. Consequently, in 1907 he opened the new Walker Theatre which at the time was considered “Canada’s finest theatre.”⁶² In a letter to Charles Osgood on December 11, 1906, Walker described the finances surrounding the new theatre, clearly at pains to justify his need for a higher percentage of the box office take:

– by investing \$300,000 I have made it possible and probable that the gross business of attractions playing the combination house here will be increased by \$75,000 per season. This outlay has increased my

expenses fully \$25,000 per year. Now if I must play attractions at the same terms as in the old house my share of the increased business will be no more than my increased expenses. Therefore company managers are the only ones who will profit by my investment, they doing so to the extent of \$50,000. This is figuring that I get on an average one-third of the gross. Which is probably rather more than I do get. So, you see, if I am to get no increase in sharing terms I have made a very foolish investment.

I figured that by building a theatre which would be perfectly satisfactory to my patrons (the old house was far from being satisfactory to the better class of theatregoers) with a money capacity fully fifty percent greater than the old house, I would have no difficulty in getting from 5 to 10% better sharing terms. Was I wrong in figuring this way? Why should not companies playing the old house at 70% prefer to play the new one at 60%? They will certainly get a whole lot more money in the new house at the lower terms than in the old house at the higher percent. Only by getting an increase in percentages can I participate in the advantages my investment has made possible. In fact, with my largely increased expenses, I cannot break even at the old terms.⁶³

When Walker built the new theatre, the Syndicate handled his bookings. Three years later, Walker shifted his allegiance to the Shuberts (along with John Cort) due to the inadequate number of productions sent to him by the Syndicate.⁶⁴

Booking contracts for both the Syndicate and the Shuberts specified that the New York office had exclusive control over scheduling attractions at the theatre. While Walker was booking with the Syndicate, he emphasized on several occasions that ultimate control of his bookings lay with the New York office:

As you have absolute control of my time, and I fill none of it without first communicating with you...⁶⁵

Am referring to you all applications for time, so there is no chance for conflict in dates.⁶⁶

As I book nothing for next season without confirming with you...⁶⁷

However, Walker could request time at his theatre for local acts, and the Syndicate

usually granted it. The booking of acts at Walker's theatre was arranged according to essentially the same correspondence protocols as at Small's.

1. Letter from New York to Walker.
2. Reply from Walker noting held time.
3. Contracts sent from New York to Walker.
4. Contracts returned to New York signed.

Occasionally, Walker would write back with a change to the proposed route and the New York office would reply with an additional round of correspondence (between step 2 and 3 in the above list). In the case of a local production, Walker sent a letter to New York, and the home office replied in the positive or negative. The first two exchanges of letters would usually occur before the theatrical touring season began in September. Periodically, arrangements would be changed in mid-season, for example if a company closed or transportation was unavailable due to inclement weather. For the most part, the highest volume of booking letters arrived at Walker's theatre in June, July and August. The exchange of contracts might take place immediately after the exchange of booking letters, but would often be deferred until shortly before the engagement was played. Road companies would often opt for the latter option with remote circuits in order to keep open the possibility of changing their plans if a more attractive proposition came up in any of the larger cities in the East. Appendix H contains three typical booking contracts. Note that all three contracts were signed less than a month before the engagements were due to begin. In a letter to Klaw and Erlanger on October 28, 1905, Walker acknowledged signing contracts for the "College Widow" company to play Fargo, Winnipeg, Grand Forks and Brainerd in the last week of January and the first week of February 1906. In this

case, the contracts were signed three months in advance, which in general was the maximum period between the signing of a contract and the appearance of the company. For local companies, the lead time could range from less than two weeks (such as for the Marks Repertoire Company, booked on February 16, 1905 to play February 28, 1905⁶⁸) to two months (such as for locals in Crookston and Grand Forks, booked September 23, 1907, to play on November 29 and 30, 1907⁶⁹) or longer.

Sometimes Walker wrote back to New York with proposals to change a company's dates in his theatre. On September 26, 1905, He wrote Klaw and Erlanger:

In this mail I am sending you "The Prince of Pilsen" contracts. Think you should cut this show out of Brainerd and give it an extra night in Winnipeg if possible. It will have to have special train service to make Brainerd after Grand Forks – and the gross in Brainerd wouldn't pay this expense. Better give it three nights in Winnipeg even if you have to cut out Grand Forks and Brainerd. Can't you arrange the "Arizona" time so as to use but one night in Fargo and one in Grand Forks. The show will get some money in one night, but two nights will kill it. I wish you could arrange it as follows: – Fargo Dec. 14, Crookston 15, Grand Forks 16, Winnipeg 18-19, Grafton 20, Brainerd 22. Two nights in Winnipeg the week before Christmas is enough. Please advise me regarding this.⁷⁰

Walker offered these opinions to maximize profit all around. It was very common for local managers to have a better idea about the profitability of their regions and to offer amended schedules designed to increase profits.

Besides the volumes of correspondence dealing with bookings, Walker's letters provide some interesting details about conditions in a remote circuit. Since Walker's circuit straddled the United States – Canada border, he sent a tip to Klaw

and Erlanger to help them avoid paying customs duties on their printed publicity materials:

Here is a “quiet tip” for you: have the Winnipeg printing for all K. & E. shows sent to Grand Forks in my care. My Grand Forks man will send them into Winnipeg. The bundles should, of course, be marked Winnipeg. By this arrangement I will save you some money. Please treat the matter as confidential.⁷¹

Walker’s man in Grand Forks must have had some way to smuggle the printing across the border, or perhaps to disguise it somehow as general mail rather than theatrical printing. The duty on theatrical printing was fifteen cents per pound,⁷² which could result in a considerable expense for companies that crossed the border with sufficient printed matter for a number of stops in Canada, or intended to cross the border multiple times in different regions of the continent.⁷³

Some of Winnipeg’s own unique characteristics were also detailed in Walker’s correspondence. Walker felt that the subject matter of George Bernard Shaw’s *Mrs. Warren’s Profession* was too racy for his audiences:

I fear I am making a mistake in playing “Mrs. Warren’s Profession” at Winnipeg. My patrons are very prudish, and I believe they and the newspapers will severely criticize me for offering the play. Just at this time such criticism would be very harmful. I wish you would cancel the Winnipeg dates for this attraction. If you will do so please advise.⁷⁴

Klaw and Erlanger’s reply was not found in the archives, but Walker’s concerns were well justified. When the production played Winnipeg on April 30 and May 1, 1907, it received the following review:

No more unwholesome nor repulsive play has ever been seen in Winnipeg than George Bernard Shaw’s “Mrs. Warren’s Profession” produced at the Walker Theatre last night. It has not one redeeming

feature. True there are one or two smart lines and a certain sort of brilliancy which one has learned to term Shawian [sic], but the bitter sewer-like flavor one carries away in the mouth is not compensated for by a false and meretricious glitter.⁷⁵

Walker wrote later that year about what his audiences did like:

Musical shows seem to be in demand by our patrons, the dramatic attractions not doing well of late. I think our business will show decided improvement when winter sets in. Weather has been too delightful.⁷⁶

Discussions of the relationship between business conditions and the weather are in fact quite common in Walker's letters:

Business is very good, considering the handicap of weather conditions. The severe cold has had a very bad effect on all lines of business.⁷⁷

The weather, when mentioned in Walker's letters, is usually said to have had a negative effect on audience size and business activity. In addition to discouraging audiences, the weather also affected the companies travelling to Winnipeg. Severe winter conditions could play havoc with rail operations on the prairies:

The recent heavy snow storms, and consequent interruption of railway traffic have raised hob with us during the past five weeks. "Sargent Kitty", "Max Figman", and "The County Chairman", all missed their first performance at Winnipeg, owing to delayed trains – and I doubt if "The Heir to the Hoorah" will get in to open tonight.⁷⁸

However, the depths of winter did feature one of the financial high points in Walker's theatrical season:

The Bonspiel is our mid-winter carnival. It is created and supported by the businessmen. The Walker Theatre contributed \$400 towards this expense last February and it will cost us quite as much this year. The business done by the theatre on the carnival dates averages 30% more than at ordinary times.⁷⁹

The main reason that Walker was writing to Klaw and Erlanger about the Bonspiel was to secure better terms for the production that was due to play that week (Cohan & Harris). If the terms were not improved in his favour, Walker wanted to play "The Bonnie Brier Bush" as he had for the past few winters. In fact, he had to make a similar justification for higher terms the previous year and at that time suggested that he bring in "The Bonnie Brier Bush" because it "is a favorite with the Scotch people who participate in and attend the Bonspiel in great numbers."⁸⁰ These two letters show that Walker knew his audience and the conditions in the area and was prepared to give his patrons what they wanted, even if it meant offering the same production year after year. These letters also show that the New York managers did not keep track of local events and the onus was on the local managers to remind them.

Finally, Walker's letters provide some insight into how companies moved between Winnipeg and the States:

Please bear in mind that the movement from Winnipeg to Crookston cannot be made by the regular train service. Grand Forks should follow Winnipeg unless special train service is used, or Sunday intervenes.⁸¹

For the "On the Bridge at Midnight" company, Walker was even more explicit about the train service:

By using Grand Forks 17 and Crookston 18 you will avoid losing a night. Your working crew and scenery can use freight service from Winnipeg to Grand Forks and acting people make [the] jump on regular passenger, arriving 7:20. This movement is made regularly scores of times every season.⁸²

Almost two years later, the home office's understanding of local conditions had not improved:

Please note that I have changed Crookston to May 3, as movement from Winnipeg to Crookston cannot be made without loss of a day.⁸³

Once again, the local manager had to keep notifying the New York office of local conditions even if they persisted from year to year.

Walker's impact on Canadian and even international theatre is perhaps best summed up by Ross Stuart in his *The History of Prairie Theatre*:

Walker's efficient and effective organization contributed significantly to the spread of theatre across the prairies. Companies came regularly from England, New York, and California, with the occasional special attractions imported from the Continent. Stock companies originated in Chicago, Toronto, and prairie centres. Most companies came primarily for money. A well-planned tour with one or two featured performers supported by an inexperienced and therefore inexpensive company could make a substantial profit. Costs were not prohibitive in those pre-union days. Capacity audiences were all but assured. English performers used Canadian and American tours to finance their regular London seasons.⁸⁴

5.5 Entertainments Ltd. and Direct Shubert Involvement in Canada

While the Shuberts sent companies over Small's and Walker's circuits, they also exerted more direct control over theatres in Canada. Both the Shuberts, personally, and the Shubert Theatrical Company, as an institution, were shareholders in Entertainments Ltd., a company headquartered in Toronto under the direction of Lawrence Solman. Entertainments Ltd. held leases on the Royal Alexandra in Toronto and the Princess in Montreal as well as booking contracts with the Shubert Theatrical Company. While the Shuberts did not have direct ownership of the two theatres, they did have a good deal of authority over their operations.

Included in the files of the Shubert Archives concerning Entertainments Ltd. are three series of documents:

1. Contracts between the Shuberts, Entertainments Ltd., and Lawrence Solman
2. Annual reports of Entertainments Ltd. (1909, 1910, 1911, 1913, 1914)
3. Correspondence between Solman and New York concerning operations and business.

The contractual network between Entertainments Ltd., Solman, and the Shuberts was quite complex and predate the building of the Royal Alexandra. Prior to the construction of the theatre, the Toronto ownership group led by Cawthra Mulock must have felt that they needed either the Shuberts or the Syndicate to provide road companies for the new building. After apparently being rebuffed by the Syndicate,⁸⁵ who already controlled the Princess Theatre in Toronto, they sought the Shuberts' help. Although a booking contract between Solman and the Shuberts was signed on March 13, 1906, that contract was evidently not put into effect. According to Mora O'Neill in her *Partial History of the Royal Alexandra Theatre*, the Shuberts did not begin supplying road companies to the new theatre until 1909.⁸⁶ A contract from the Shubert Archives dated December 22, 1908 (See Appendix N) between Solman, the Shubert brothers, and the Shubert Theatrical Company covers the new booking arrangements. This contract sets out the terms for the foundation of Entertainments Ltd. in which Solman will own 51% of the stock, with an investment of \$5,100, and the Shuberts the remaining 49%, with an investment of \$4,900. The new company was to acquire the lease of the Royal Alexandra from the builders at the rate of \$20,000 per year and the Shuberts were to supply enough attractions for twenty-five playing weeks. The contract also named Solman as the resident theatre manager, at a salary of \$100 per week, and stipulated that a dividend of 75% of the annual profits

was to be paid out to the shareholders each year. This core agreement remained in effect well past the period under study with a renewal as late as 1920 for another five years. Two further contracts, both dated January 13, 1909, confirmed the foundation of Entertainments Ltd. and noted that the conditions of the December 22, 1908 contract had been satisfied. Near the end of the 1909 season, Entertainments Ltd. acquired the lease of the Princess Theatre in Montreal from the Canadian Theatre Company for a period of five years stretching from September 1, 1909, to August 31, 1914, at a rental rate of \$22,500 per year.⁸⁷ Two contracts from June of 1909 amended the December 22, 1908 contract to include the lease of the Princess Theatre in the assets of Entertainments Ltd. and to create a booking contract between the Princess and the Shubert Theatrical Company.⁸⁸ The lease on the Princess was renewed in 1914 but, due to dismal business, Entertainments Ltd. assigned the lease to the Canadian United Theatres Ltd. to use as a vaudeville house.⁸⁹ In fact, clause 12a of this contract with Canadian United specifically prohibited the new tenants from presenting any “high-class attractions such as those booked through the Shubert and Klaw and Erlanger offices.” In tandem with this contract was an amendment to the June, 1909 contract, dropping the lease of the Princess Theatre from the list of assets of Entertainments Ltd. .⁹⁰

The December 1908 contract called for a yearly report to be distributed to shareholders at the end of the theatrical season (usually in June or July). Table 6 shows the profits for Entertainments Ltd. for the years 1909-1914.⁹¹ The Shuberts' tenancy during these years was quite profitable for both the theatre owners and the

shareholders of Entertainments Ltd. The Royal Alexandra's first season, before the formation of Entertainments Ltd. in 1908, produced a profit of approximately \$8,000 (against a building cost of \$750,000).⁹² After Entertainments Ltd. acquired the lease, the theatre owners were relieved from any financial responsibility for the operation of the theatre and were guaranteed \$20,000 per year. While this amount was not overly large, it did allow for a steady recovery of the owners' initial investment with little risk. The Shuberts also garnered decent profits from the arrangement. Since the Shuberts owned or controlled many of the road companies they booked into the Royal Alexandra, they would receive not only a share of the theatre profits but also the profits from the road companies. Considering that the theatre itself usually received only about 30% of the box office gross, the Shubert road companies must have earned fairly good profits, especially when the earnings of Entertainments Ltd. were high (\$43,519.28 in 1912 and \$43,492.35 in 1913). The profits rose a good deal between the \$5,370.79 of 1911 and the \$43,519.28 of 1912 and then fell off shortly afterwards. From the tone of managerial correspondence after the 1913-14 season, we can gather that business fell even more. Much of the decline in business was due to the First World War. In fact, on several occasions Solman wrote to the Shubert home office about the effects of the war on business:

Replying to yours of Oct. 2/18. There is only one explanation that I can give for the poor business of "Eyes of Youth". We are having a double money drive for soldier comforts here at the present time. One is being conducted by the Roman Catholics for their "hut" fund, the other is under the Auspices of the "Belgium Relief". Both are going after big money and what is more they are getting it. It is not the fault of the show, nor of the "Star" for she is certainly great, and it has been a long time since any show received the notices

from the papers that "Eyes of Youth" did. Our opening was good and we have no opposition. Those who see the show simply rave over it, but our patrons are not turning out as we expected.⁹³

Toronto up to the present time has had a very profitable season and things don't look half bad here. Of course an awful lot of our young men have gone to the front but everybody who wants to work is working and getting good big salaries. I really think that times will be a good bit harder after we have peace.⁹⁴

There really is not business enough here for two high class theatres and I cannot understand what they are thinking about.

When you consider that the Government demands 10¢ on every ticket purchased, that is if a man buys a \$1.50 ticket he must also purchase a 10¢ ticket. They are also demanding 25% of the net profits on all companys [sic] and businesses. This money of course is to be used to defray their cost for the part they are taking in the present war.

Our young men are all leaving town and although we have done good business in Toronto this past season; with an opposition house you can readily understand that we would not have done as much.⁹⁵

Since the Shuberts required further explanation about the government war tax mentioned above, the documents in Appendix O were sent to the New York office by the assistant treasurer at the Royal Alexandra. The burden of war taxes would have further cut into the Entertainments Ltd. profits because its cost, apparently, was not passed on to the consumer.

However, taxes and the war were not the only factors keeping people from the theatre in 1918. Near war's end, a great influenza outbreak occurred in many regions of the world, including Toronto:

The poor business is accounted for by the influenza epidemic and by the press warning the public to keep out of crowded street cars, theatres and places of amusement in general. All theatres here are

affected the same way.⁹⁶

Much of the rest of the managerial correspondence not included in the categories above was concerned with box office performance and general business matters. There is a striking contrast between the correspondence from Small and Walker, on one hand, and from Solman on the other. While the majority of Small's and Walker's letters dealt with booking arrangements, route negotiations, and contract terms, booking matters were almost never discussed in Solman's letters. The difference must be due to the fact that Solman was only operating one theatre (the Princess in Montreal was operated by a different manager) and the Shuberts had direct control of the booking of the theatre rather than an agreement to route attractions over an entire circuit. In short, the Royal Alexandra and the Princess took whatever companies the Shuberts sent them with no negotiation.

5.6 Conclusion

There were two main categories of road theatres in the period 1900-16. First were theatres more or less directly controlled by one of the large New York firms such as the Shuberts. The other category was composed of theatres controlled by a minor circuit that had a booking relationship with either the Syndicate or the Shuberts. The subject matter of managerial correspondence differed considerably between these two categories. Correspondence from the first category, such as from the Royal Alexandra in Toronto, takes the form of box office reports and reviews of house operations. On the other hand, the majority of the correspondence between the minor circuits and New York concerns route plans and negotiation over contract

terms. While the minor circuits seemed to have more control over their operations where booking was concerned, New York held the trump card. Without the supply of New York companies, a remote circuit had to substitute either stock companies or minor barnstormers. Dealing with minor circuit operators provided the Syndicate and the Shuberts with one important advantage: protection from financial burden if the minor circuit incurred losses. All booking agreements carried a clause to the effect that no partnership was implied or formed by the agreement. On the other hand, if the Shuberts or the Syndicate directly controlled a theatre, they were usually liable for any losses incurred at that theatre (usually due to high rentals or lease payments in times of poor business), but during a successful season would reap much higher profits than if they only had a booking contract. Since these two types of business arrangements had their advantages and disadvantages, the Shuberts and Syndicate employed both. In larger centres, they tended to opt for control of the theatre, whereas for less populous, less profitable areas they limited their liability by making booking arrangements only.

Is the Biz Socko Again?

An Epilogue

By 1919, the Syndicate was run solely by Abraham Erlanger, due to retirements and deaths, and the Shuberts were left in full control of the road. Their empire was broken up in the early 1950s by federal antitrust legislation.¹

Eighty years after the disappearance of the Syndicate and forty after the breakup of the Shubert empire, however, the road looks healthy again. In 1997-8, the road in North America grossed \$794.144.642 on 1.276 playing weeks.² While the number of companies and length of their runs is not as high as it once was – the touring companies in 1900 played collectively for about 11.000 weeks – the road is again a lucrative source of income:

the Broadway road at the end of the 20th century is a very slippery highway. Full throttle profits await producers to attract the ever eager hinterland punters who dropped a whopping \$794 million at the booming road B.O. last season.³

Perhaps the overall touring volume will never be as high as it was, but a renaissance of some kind is underway. The main difference between touring in the 1900-1916 era and the present day is the elimination of the one-night stand. Today, large touring productions rarely stay in a city for less than a week. This is because setup times are so much longer than they used to be. Whereas a show in 1900 could get itself up and running at a road house in the space of an afternoon, a late-century production such as *Phantom of the Opera* or *Showboat* might require a full two weeks in each theatre before the run begins. As a result, profits can be maintained only by setting a production up as few times per month as possible. Also contributing to the

elimination of the one-night stand is the cost of transportation. The shift from trains to semi-trailers gives performing companies greater flexibility in setting their own travel agendas, but still involves a considerable cost.

The weekly budget for touring the first national company of the latest Broadway success is very large. For the 1997 production of Jonathon Larsen's *Rent*, the average weekly expenses were \$300,000 against an average weekly gross of \$400,000 (all figures are in United States dollars).⁴ The average weekly expenses of the Shuberts' *Belle of New York* company for the season 1901-2 were \$2700.09. The company's average weekly gross was \$3631.49.⁵ If the *Belle of New York* figures are adjusted for inflation they convert to \$52,451.50 and \$70,544.73 respectively.⁶ In both cases, there has been an approximately six-fold increase over the century. During the 1901-2 season the top ticket price was usually \$2.00 (\$38.85 adjusted for inflation). The top ticket price for present-day touring musicals is about \$70 to \$80. While costs have risen by a factor of six, ticket prices have only doubled in the last hundred years.

However, the large touring musicals of the present day can rely on one factor that was almost non-existent one hundred years ago: the box office advance sale. For popular musicals, the advance sales can number into the millions. For *The Phantom of the Opera* in Chicago in 1990, the advance sale topped \$12 million.⁷ The production of *Rent* mentioned above opened in Boston with a \$6 million advance.⁸ Ticket sales during 1900-16 usually opened a few days before the attraction was due to arrive and, since the companies would only play at the most five performances in

a city, the chance to build a large advance would not exist.

A particularly interesting connection between the beginning of the century and today is presented to us by an advertisement from *Variety's* Road and Broadway preview issue (September 24, 1998; see Figure 7). In that notice, the Denver Center Attractions company forges the link for us between the last great days of touring and today by placing a photograph of the Denver Auditorium Theatre in 1908 beside a photograph of the new theatre in Denver in 1998. I am sure that the Denver Center company did not employ a historian to help them establish this connection, but merely looked back to a "mythic" time when shows came regularly to their city and filled a beautiful new auditorium – a situation they probably hoped to duplicate with their new performing arts complex.

Today we still find advertisements for many different "booking agencies" (see Figure 8), mostly based in New York. However, an even more surprising throwback to 1896 may be coming about. The large concert promotion company SFX recently purchased PACE Theatricals and began aggressively to acquire theatre and production rights on the road. On August 24, 1998, *Variety* ran the following telling remark:

"If SFX puts all the different pieces together," said one rival and sometimes partner, speaking on condition of anonymity, "they are bordering on a monopoly of the Broadway road."⁴

Such an expression of concern sounds very similar to that expressed by Harrison Grey Fiske at the time of the foundation of the Syndicate. Independent theatre owners, too, are increasingly alarmed about the return of a theatrical monopoly. Their

anxieties about SFX directly echo earlier concerns about the Syndicate:

“All of this consolidation means that the deals for presenters are becoming much less user-friendly,” he [Pat Halloran, an independent presenter] says .

“We’re being told through agents that producers will partner with us whether we like it or not. They want a share of all our income, including all the nooks and crannies. The typical deal used to be that the producer got 60% and the presenter got 40%. Now they usually want a fifty-fifty share of our 40%. The industry has gone hardball.”

“If I want to book a show,” says Doug Evans of Hartford Bushnell Center, “and SFX is the producer, and they want to put the show into a theater that they control, I’m not going to get the show.”¹⁰

Variety’s description of touring conditions between 1978 and 1998 could in fact be applied equally to the road exactly a century ago, before the rise of the Syndicate:

When the Memphis-based Pat Halloran became a Broadway presenter some 20 years ago, he could choose his shows from among the offerings of at least eight different booking agents representing the wares of a good many more producers.

Halloran’s colleagues from other cities were mainly people like himself – independent folks who knew one or two hinterland markets inside out. Full of risk-taking, competition and legendary inefficiencies, the road was a ramshackle collection of small-time entrepreneurs all cutting deals on a handshake.¹¹

One almost has to take a second look at this copy of *Variety* to make sure the date on the cover is 1998 and not 1896. Only time will tell whether SFX will duplicate the success of the Syndicate, and whether the road is due for a comparable boom and bust – or perhaps just a boom. In spite of all the changes in the past one hundred years in North America, the road may once again become a place where legends are born and fortunes are made.

Notes

***Note: all letters, telegrams, manuscripts, inventories and contracts are from the Shubert Archives, New York, unless otherwise marked.

Introduction

¹ Alfred L. Bernheim, *The Business of the Theatre: An Economic History of the American Theatre, 1750-1932* (New York: Benjamin Blom, 1964) 75.

² Acts such as lectures, slide shows, motion pictures and any presentation or demonstration to an audience where admission was charged.

³ Monroe Lippman, "The History of the Theatrical Syndicate: Its Effect Upon the Theatre in America" diss., University of Michigan, 1937. 165-66.

⁴ Lewis A. Erenberg, *Steppin' Out: New York Nightlife and the Transformation of American Culture, 1890-1930* (Westport: Greenwood Press, 1981) 9.

⁵ For example Ganonoque, in Ontario, a community of approximately five thousand, had not one, but two theatres holding, combined, 2000 spectators (Murray Edwards, *A Stage in Our Past: English Language Theatre in Eastern Canada from the 1790s to 1914* (Toronto: University of Toronto Press, 1968) 184.

⁶ Bernheim 52.

Chapter 1

¹ Louis Sullivan, *Kindergarten Chats and Other Writings* (New York: George Wittenborn Inc, 1947) 65.

² Henry Seidel Canby, *American Memoir* (Boston: Houghton Mifflin, 1947) 3.

³ Ramsey Cook and Robert Craig Brown. *Canada: 1896-1921* (Toronto: McClelland and Stewart, 1974) 1.

⁴ The growth of the Theatre will be discussed in Chapter 2.

⁵ *New York Times* 30 July 1906: 6.

⁶ *New York Times* 30 July 1906, sec. 3: pl.

⁷ Observe the large financial gains of Sir Henry Irving's first five tours to North America. Irving's profit was £66,516 13s 10d or \$321,855.90 with the average profit being \$64,371 per tour (Alan Hughes. "Henry Irving's Finances: The Lyceum Accounts, 1878-1899," *Nineteenth Century Theatre* 1 (1973) 85).

⁸ *New York Times* 2 January 1910, sec. 4: 12.

⁹ Dominion Bureau of Statistics, *Sixth Census of Canada, 1921* (Ottawa: King's Printer, 1924) 374.

¹⁰ William R. Stewart, "The Americanization of the Canadian Northwest," *Cosmopolitan* April 1903: 603.

¹¹ J. L. Granatstein, Irving M. Abella, David J. Bercuson, R. Craig Brown and H. Blair Neatby, *Twentieth Century Canada* (Toronto: McGraw-Hill Ryerson, 1983) 33-34.

¹² Bureau of the Census, *Fourteenth Census of the United States Taken in the Year 1920* (Washington, D.C.: GPO, 1921) 33.

¹³ Irwin Unger and Debi Unger, *The Vulnerable Years: The United States, 1896-1917* (New York: New York University Press, 1978) 33.

¹⁴ George Woodcock, *A Social History of Canada* (Markham: Penguin, 1988) 304.

¹⁵ Unger 66.

¹⁶ Unger 63; Thomas J. Schlereth, *Victorian America: Transformations in Everyday Life, 1876-1915* (New York: Harper Collins Publishers, 1991) 35.

¹⁷ Bureau of the Census, *Fourteenth Census of the United States Taken in the Year 1920* (Washington, D.C.: GPO, 1921) 33.

¹⁸ Schlereth 24.

¹⁹ Schlereth 163.

²⁰ Hence the term "Painted Lady."

²¹ Schlereth 166.

²² Schlereth 30.

²³ Schlereth 31.

²⁴ John F. Stover, *The Life and Decline of the American Railroad* (New York: Oxford University Press, 1970) 62.

²⁵ William Archer, "The American Stage," *The Pall Mall Magazine* November 1899: 308; this is also supported by Bernheim 33.

²⁶ Peter Lyon, *To Hell In a Day Coach: An Exasperated Look at American Railroads* (New York: J P Lippincott Company, 1968) 126.

²⁷ "Actors Injured in Train Wrecks," *New York Dramatic Mirror* 23 March 1901:15.

²⁸ *New York Dramatic Mirror* 22 September 1900: 20.

²⁹ *New York Dramatic Mirror* 9 November 1901: 15.

³⁰ *New York Dramatic Mirror* 9 October 1897: 2.

³¹ *New York Dramatic Mirror* 4 February 1899: 15.

³² *New York Dramatic Mirror* 22 February 1908: 4. This federal body regulated interstate commerce and had the power to fix traffic rates and dissolve monopolies.

³³ *New York Dramatic Mirror* 14 August 1912: 7.

³⁴ *New York Dramatic Mirror* 31 July 1912: 4.

³⁵ *New York Dramatic Mirror* 23 May 1896: 2.

³⁶ *New York Dramatic Mirror* 28 November 1903: 11.

³⁷ *New York Dramatic Mirror* 7 January 1899: 19.

³⁸ *New York Times* 15 April 1906: 1.

³⁹ Schlereth 157.

⁴⁰ Schlereth 183.

⁴¹ Daniel Horowitz, *The Morality of Spending: Attitudes Toward the Consumer Society in America, 1875-1940* (Baltimore: Johns Hopkins University Press, 1985) 88.

⁴² Horowitz 50.

⁴³ Schlereth 141.

⁴⁴ Horowitz 67-8.

⁴⁵ in Horowitz 54.

⁴⁶ Horowitz 67-8.

⁴⁷ Unger 74-75.

⁴⁸ Michael T. Isenberg, *John L. Sullivan and His America* (Chicago: University of Illinois Press, 1988) 281.

⁴⁹ Isenberg 339.

⁵⁰ Unger 12.

⁵¹ Unger 77.

⁵² Lary May, *Screening Out the Past: The Birth of Mass Culture and the Motion Picture Industry* (New York: Oxford University Press, 1980) 36.

⁵³ Schlereth 193.

⁵⁴ Schlereth 148.

⁵⁵ Distinguished Canadian theatrical designer Martha Mann is quick to point out that she, and many of her colleagues, began their careers designing window displays and floats for the major department stores of Canada such as Eaton's and Simpson's in the 1950s before Canada had a professional theatre community of any consequence.

⁵⁶ Schlereth 148.

⁵⁷ Unger 104.

⁵⁸ This company had many names throughout its history. In the following chapters these changes will be discussed.

Chapter 2

¹ Jack Poggi, *Theater in America: The Impact of Economic Forces, 1870-1967* (Ithaca, New York: Cornell University Press, 1968) 3. For a further discussion of "lines of business" in a stock company see James A. Herne, "Forty Years before the Foot-Lights," *Coming Age* 2 (August 1899) 121-29. Reprinted in Barry B. Witham, ed. *Theatre in the United States: A Documentary History. Volume I: 1750-1915, Theatre in the Colonies and United States* (New York: Cambridge University Press, 1996) 221-23. For a more general discussion of stock companies see Bernheim 31-33.

² Cooke opened his tour of the United States in New York on November 21, 1910. The cities he visited on this tour were: New York (November 21-December 28, 1910; February 1-March 8, 1811; May 6-24, 1811; June 24-July 1, 1811; September 2-November 4, 1811; December 6-17, 1811; March 16-25,

1812), Boston (January 3-25, 1811; December 31, 1811-February 7, 1812), Philadelphia (March 25-April 30, 1811; November 8-30, 1811), Baltimore (May 31-June 10, 1811) and Providence (July 13-31, 1812). His repertoire for this extended tour (with numerous afterpieces) was: *Alexander the Great*, *Every Man in His Humour*, *The Fair Penitent*, *The Gamester*, *Henry IV, Pt. 1*, *Henry VIII*, *King John*, *Lear*, *Love-à-la-Mode*, *The Merchant of Venice*, *The Man of the World*, *Merry Wives of Windsor*, *A New Way to Pay Old Debts*, *The Revenge*, *Richard III*, *Venice Preserv'd*, *The Wheel of Fortune*, *Douglas*, *Macbeth*, *Cato*, *Othello* and *Hamlet*. Don B. Wilmet, *George Frederick Cooke: Machiavel of the Stage* (Westport, Connecticut: Greenwood Press, 1980) 291-294.

³ Kean's first tour visited New York (November 29-December 28, 1820; March 12-April 6, 1821), Philadelphia (January 8-February 3, 1821; April 9-18, 1821), Boston (February 12-March 7, 1821) and Baltimore (April 23-May 15, 1821). He performed *Richard III*, *Othello*, *Merchant of Venice*, *Brutus*, *Hamlet*, *A New Way to Pay Old Debts*, *Lear*, *Town and Country*, *Iron Chest*, *Macbeth*, *Bertram*, *Richard II*, *Rule a Wife*, *Distressed Mother*, *Mountaineers*, *Riches*, *Jew of Malta*, *Alexander the Great* and *Venice Preserved* with support from local players in each city. His second tour visited New York (November 14-December 2, 1825; February 8-24, 1826; May 11-June 2, 1826; November 13-December 5, 1826), Albany (December 5-16, 1825), Boston (December 21, 1825 - a performance interrupted by rioting in the theatre), Philadelphia (January 18-February 2, 1826; June 12-26, 1826), Charleston (March 13-April 24, 1826), Baltimore (June 7, 1826 - a performance also stopped by rioting in the theatre), Montreal (August 2-28, 1826; October 19-30, 1826), Quebec (September 4-October 4, 1826). For this tour he played *Richard III*, *Othello*, *Merchant of Venice*, *Brutus*, *Hamlet*, *A New Way to Pay Old Debts*, *Lear*, *Town and Country*, *Iron Chest*, *Macbeth*, *Bertram*, *Barbarossa*, *Paul and Virginia*, *Henry VIII*, *Sylvester Daggerwood*, *Stranger*, *Mountaineers*, *Alexander*, *Douglas*, *Romeo and Juliet*, *De Montfort* and *The Waterman* again supported by local performers except in Quebec and Montreal where Mr. and Mrs. Barnes of the Park Theatre, New York supported him since they were already in Quebec on a tour of their own. All of the preceding information from: Harold Newcomb Hillebrand, *Edmund Kean* (New York: AMS Press, 1966) 200-223, 257-280.

⁴ For some details of Kean's visit and his (and his business manager George Coppin's) effect on the local political situation, see Alan Hughes, "Historical Facts: The Charles Kean Company in Victoria," *Theatre History in Canada* 9 (1988): 30-7.

⁵ Bernheim 29.

⁶ Laurence Irving, *Henry Irving: The Actor and His World* (London: Faber and Faber, 1951) 421.

⁷ Frederick Warde, *Fifty Years of Make Believe* (New York: The International Press Syndicate, 1920) 253.

⁸ Dion Boucicault, "Leaves From A Dramatist's Diary," *The North American Review* August 1918: 232.

⁹ Poggi 5. Three companies of *The Colleen Bawn* were sent out in 1860, one company of *The Poor of New York* in 1863 and three companies of *Arrah-na-Pogue* in 1865 (Boucicault 232).

¹⁰ Rosemarie K. Banks. "A Reconstruction of the Death of Nineteenth-Century American Repertory Companies and the Rise of the Combination." *Essays in Theatre* 5.1 (1986) 66.

¹¹ Bernheim 30.

¹² Bernheim 75.

¹³ For a current list of companies on the road, see the "Road Grosses" section in *Variety*.

¹⁴ The generally low quality of supers is discussed in Charles M. Skinner. "As to the Theatrical Supe," *Cosmopolitan* June 1899: 225-232.

¹⁵ Kirk La Shelle, "The Theatrical Advance Agent." *Cosmopolitan* January 1900: 325.

¹⁶ La Shelle 328.

¹⁷ C.P. Greneker, letters to Shubert Home Office, 21 December 1908 to 21 June 1909.

¹⁸ These were chorus girls in Foy's production who were disturbing performances by talking loudly backstage during the show.

¹⁹ Lee Shubert, letter to W.W. Freeman, 15 March 1909.

²⁰ J.J. Shubert, letter to Thomas McCarthy, 26 November 1909.

²¹ Arthur Evans, letter to J.J. Shubert, 18 November 1909.

²² Contract between Sarah Bernhardt and Monsieur Lee Shubert, 23 June 1905.

²³ Contract between Eddie Foy and Shubert Theatrical Company, March 1908.

²⁴ Contract between Charles Frohman and Washington Gamble, 21 May 1914; Contract between Charles Frohman and Leslie Palmer, 1 October 1914.

²⁵ Miss Rehan's Salary List, n.d..

²⁶ W.W. Freeman, letter to Lee Shubert, 14 February 1910.

²⁷ Elsie Ferguson *Outcast* Company, inventory sent to Charles Frohman, n.d..

²⁸ Invoice of *The Winning Miss* Costumes and Scenery. n.d..

²⁹ N.J. Lee, letters to Harry Klein, 21 September 1908 and 25 September 1908.

³⁰ J.J. Shubert, letter to A.H. Canby. 16 January 1909.

³¹ Bernheim 34-35.

³² Marc Klaw, "The Theatrical Syndicate Reply to its Critics." *New York Times* 26 March 1905, sec. 4: 1.

³³ Bernheim 44.

³⁴ Lippman 25.

³⁵ From John Drew, a Frohman star for many years: "Charles Frohman was one of the fairest and squarest men I ever met." John Drew. *My Years on the Stage* (New York: E P Dutton and Company, 1921) 168. From Ethel Barrymore, another actor Frohman turned into a star: "For many years he [Frohman] had been my very best friend. He had taken the place of parents and I had gone to him with not only my theatre troubles, but all my troubles. He had always been understanding and wonderful." Ethel Barrymore. *Memories* (New York: Harper & Brothers, 1955) 206.

³⁶ Lippman 49-50.

³⁷ Lippman 47.

³⁸ Editors, "The Great Theatrical Syndicate." *Leslie's Monthly Magazine* October 1904: 584-85.

³⁹ Bernheim 48.

⁴⁰ Oliver Zunz, *Making America Corporate, 1870-1920* (Chicago: The University of Chicago Press, 1990) 68.

⁴¹ For the tour of "The Kiss Waltz" as detailed in Appendix G, 108 stops were required for a season stretching from August 24, 1912 to April 13, 1913. Occasionally, tours continued into June before ceasing operations for the summer and would require even more stops.

⁴² Alfred D. Chandler, *The Visible Hand: The Managerial Revolution in American Business* (Cambridge, Massachusetts: Belknap Press, 1977) 316.

⁴³ Chandler 289.

⁴⁴ Chandler 289.

⁴⁵ This figure is from Bernheim 52, and is based in part on estimates by David Belasco and others in periodicals of the day.

⁴⁶ Bernheim 52. Both Lippman and Witham have reprinted the entire original Syndicate agreement.

⁴⁷ An account of the lower grade of one-night stand and the down side of touring conditions in general can be found in "How the Actor Fares When 'On the Road.'" *New York Times* (September 12, 1909): 15.

⁴⁸ I have similar touring schedules for twenty companies from Cort's files in the Shubert Archives and have seen a number from other firms as well.

⁴⁹ *New York Dramatic Mirror* 10 August 1907: 2.

⁵⁰ William Archer, "The American Stage," *Pall Mall Magazine* December 1899: 478.

⁵¹ "Independent," *New York Dramatic Mirror* 7 February 1903: 17.

⁵² Walter Prichard Eaton. "The Rise and Fall of the Theatrical Syndicate." *The American Magazine* 70 (1910): 832-34.

⁵³ David Belasco. "The Theatrical Syndicate: One Side." *Cosmopolitan* December 1904: 194.

⁵⁴ Archer 478.

⁵⁵ M. R. Bimberg. "Independent." *New York Dramatic Mirror* 7 February 1903: 17.

⁵⁶ Editors, "The Great Theatrical Syndicate." *Leslie's Monthly Magazine* November 1904: 40.

⁵⁷ Brooks McNamara, *The Shuberts of Broadway* (New York: Oxford University Press, 1990) 6.

⁵⁸ Jerry Stagg, *The Brothers Shubert* (New York: Random House, 1968) 19-25; Bernheim 64; McNamara 8.

⁵⁹ McNamara 15; Stagg 27-28.

⁶⁰ Bernheim 64.

⁶¹ Bernheim 64; Stagg 44-46.

⁶² Open Door Publishing Company, letter to Chicago Managers, 22 June 1909.

⁶³ McNamara 27.

⁶⁴ McNamara 35.

⁶⁵ Bernheim 83.

Chapter 3

¹ J.J. Shubert, *The Business Side of the Stage*, unpublished manuscript. 6-7.

² Stagg 81.

³ However, as related in Chapter 2, even Klaw and Erlanger needed outside capital to start their booking concern.

⁴ Stagg 14.

⁵ Stagg 74; Bernheim 66.

⁶ Chandler 37.

⁷ In this they were quite successful. The Shubert Corporation is still one of the largest producers on Broadway.

⁸ Shubert Corporation. Articles of Incorporation. 1 September 1905. 1-3.

⁹ Sam S. and Lee Shubert Roster, weeks ending 30 January, 6 February, 13 February, 20 February and 27 February, 1909; The Shubert Theatrical Company Roster. 13 March 1909.

- ¹⁰ Minutes of the Sam S. Shubert Amusement Company, 9 January 1905.
- ¹¹ Minutes of the Sam S. Shubert Amusement Company, 22 February 1905.
- ¹² Shubert Theatrical Company, Articles of Incorporation, 5 October 1905, 11.
- ¹³ Agreement between Shubert Theatrical and Sam S. and Lee Shubert, 15 February 1911.
- ¹⁴ Shubert Theatrical Company of New Jersey, Articles of Incorporation, 1911.
- ¹⁵ Ernst Von Halle, *Trusts or Industrial Combinations and Coalitions in the United States* (New York: MacMillan Company, 1900) 95.
- ¹⁶ Von Halle 96.
- ¹⁷ William G. Roy, *Socializing Capital: The Rise of the Large Industrial Corporation in America* (Princeton, New Jersey: Princeton University Press, 1997) 152.
- ¹⁸ Pacific Producing Company, Voting Trust Agreement, 1 February 1912.
- ¹⁹ Agreement between Oliver Morosco and the Shubert Theatrical Company, 1906.
- ²⁰ Agreement between the Eighty-Sixth Street Theatre and the Sam S. Shubert Booking Agency, February 1909.
- ²¹ Gustave Amberg, letter to J.J. Shubert, 4 February 1909.
- ²² Gustave Amberg, letter to J.J. Shubert, 22 May 1909.
- ²³ Contract between Emanuel Lederer and Carl Herman and Sam S. and Lee Shubert, Inc., 22 October 1907.
- ²⁴ Gustave Amberg, letter to J.J. Shubert, 11 June 1909.
- ²⁵ Contract between Madame Sarah Bernhardt and Monsieur Lee Shubert, 23 June 1905.
- ²⁶ Contract between Charles Dillingham and Maurice Ordonneau, Paul Gavault and Victor Roger, 1902.

²⁷ Contract between Augustus Thomas and The Shubert Theatrical Company, 14 November 1907.

²⁸ Contract between Henry Arthur Jones and Klaw and Erlanger, 1 September 1906.

²⁹ Contract between Edward Brewster Sheldon and Harrison Grey Fiske, 20 January 1908, 2-3.

³⁰ Contract between George V. Hobart and Joseph Brooks, 3 May 1907.

³¹ Contract Between Sam S. Shubert and Miss Lillian Russell, 24 October 1904.

³² Contract between Klaw & Erlanger and Fay Templeton. 9 August 1904.

³³ Contract between Klaw & Erlanger and Johnston Forbes-Robertson, 23 August 1906.

³⁴ Irving 427.

³⁵ "Sarah Bernhardt's Triumphant Tour of the West," *The Theatre* May 1906: 115.

³⁶ Contract between Monsieur Lee Shubert and Madame Sarah Bernhardt, 23 June 1905.

³⁷ Daniel Frohman, *Memories of a Manager: Reminiscences of the Old Lyceum and of Some Players of the Last Quarter Century* (Garden City, New York: Doubleday, Page & Company, 1911) 166-170.

³⁸ Drew 173.

³⁹ Isaac F. Marcossou, and Daniel Frohman. *Charles Frohman: Manager and Man* (New York: Harper and Brothers, 1916) 116.

⁴⁰ Edward Fales Coward, "The Men Who Direct the Destinies of the Stage." *The Theatre* July 1906: 188. This article describes the careers of many of Wayburn's contemporaries including David Belasco who was noted as having "no peer in the staging of a play."

⁴¹ Contract between Ned Wayburn and Sam S. and Lee Shubert. Incorporated, 25 November 1908.

⁴² Charles Bird. letter to Sidney Ascher, 22 November 1909.

- ⁴³ J. W. Jacobs, letter to William DeGrasse, 14 May 1909.
- ⁴⁴ Contract Between James K. Hackett and The Ormston Scenic Construction Company, 13 October 1906.
- ⁴⁵ Estimate and Contract Between H. Robert Law and Shubert Theatrical, n.d..
- ⁴⁶ Estimate from Miller Theatrical for *Glorious Betsy*, 12 October 1906.
- ⁴⁷ Estimates for Miss Mannering's Company, n.d..
- ⁴⁸ A.M. Buch and Company Wig and Toupee Makers, Estimates for the Shubert Theatrical Company, 31 July, 3 August and 16 September 1908.
- ⁴⁹ Claude Hagen, letter to Lee Shubert, 5 October 1908.
- ⁵⁰ Contract Between Shubert Theatrical Company and Edwin Wakefield, 3 September 1908.
- ⁵¹ Contract Between Levey Theatrical Cleanser and Dyer and Mr Sam Schubert [sic] & Nixon and Zimmerman, 16 July [no year is indicated, but it must have been before 1905].
- ⁵² Contract Between Bleino Fireproofing Company and Shubert Brothers, 1 August 1905.
- ⁵³ John Cort, letter to Klaw and Erlanger, 5 April 1906.
- ⁵⁴ Contract between the New York Coin Operated Machine Company and Sam S. & Lee Shubert, Inc., March 1911.
- ⁵⁵ Contract between the Shubert Theatrical Company and the Jefferson Theatre Program Company, 18 May 1911.
- ⁵⁶ Cost of Theatre seating 999 people, n.d..
- ⁵⁷ Contract between Towers and Curran and Klaw and Erlanger, November 1901.
- ⁵⁸ Contract Between Shubert Theatrical and Nathanson, Spitz and Nanson, 7 July 1908.
- ⁵⁹ Contract between Paul Gilmore and the Shubert Theatrical Company, 13 September 1910.

⁶⁰ Charles Bird, letter to J.J. Shubert, 1910.

⁶¹ Chandler 109.

⁶² Memo from Charles A. Bird to Lee and J. J. Shubert and J. W. Jacobs, 25 May 1909.

⁶³ Stagg 79-81.

⁶⁴ Information for this paragraph came from reading numerous inter-office memos in the Shubert Archives and discussions with the Chief Archivist, Mary-Ann Chach.

Chapter 4

¹ J. J. Shubert, *The Business Side of the Stage*, unpublished manuscript, 5-7.

² Charles Bird, letter to A.G. Bainbridge, 27 September 1909.

³ Charles Bird, letter to A.G. Bainbridge, 20 September 1909.

⁴ Charles Bird, letter to Gilbert Gordon, manager Harmanus Bleecker Hall, 3 September 1909.

⁵ A.G. Bainbridge, letter to Charles Bird, 14 October 1909.

⁶ Charles Osgood, letter to O.B. Sheppard, 15 April 1908.

⁷ Charles Bird, letter to George McLeish, 9 August 1909.

⁸ Charles Bird, letter to A.G. Bainbridge, 27 September 1909.

⁹ Charles Bird, letter to Gilbert Gordon, 7 September 1909.

¹⁰ Information for the previous paragraph was assembled by analysing over 500 interoffice memos in the Shubert Archives.

¹¹ Shubert Theatrical Company Roster, season 1908-9.

¹² Charles Bird, letter to J.A. MacMartin, 7 September 1909.

¹³ Melville Hammett, letter to Charles Bird, 6 October 1908.

¹⁴ Charles Bird, letter to Managers of Shubert Productions, 8 February 1909.

- ¹⁵ Charles Bird, letter to Managers of Shubert Productions, 31 August 1909.
- ¹⁶ A.H. Canby, letter to Mr. Shubert, 29 December 1908.
- ¹⁷ Lee Shubert, letter to A.H. Canby, 31 December 1908.
- ¹⁸ A.H. Canby, letter to Lee Shubert, 5 January 1909.
- ¹⁹ A.H. Canby, letter to Mr. Shubert, 29 December 1908.
- ²⁰ Fred G. Nixon, letter to Abraham Erlanger, 24 March 1906.
- ²¹ Leon Victor, letter to Mr. Shubert, 14 October 1910.
- ²² Lee Shubert, letter to Sam Freedman, 2 November 1908.
- ²³ Location of the Syndicate Home Office in New York City, the Shuberts' main competition..
- ²⁴ A.H. Canby, letter to Charles Bird, 2 October 1908.
- ²⁵ C.F. Towle, letter to Klaw and Erlanger, 2 December 1905.
- ²⁶ J.J. Shubert, letter to the Royal Chef Company, n.d..
- ²⁷ Letters between Alla Nazimova, A.H. Canby, George McLeish and William Muenster and the Shubert Home Office, 14 December 1910 to 17 February 1911.
- ²⁸ J.W. Jacobs, letter to all managers, 26 January 1909.
- ²⁹ Charles Bird, letter to J.J. Shubert, 7 August 1909.
- ³⁰ Charles Stumm, letter to J.J. Shubert, n.d..
- ³¹ A.H. Canby, letter to J.A. MacMartin, 24 January 1909.
- ³² Charles Bird, letter to A.H. Canby, 26 January 1909.
- ³³ Thomas McCarthy, letter to Mr. Shubert, 6 December 1909.
- ³⁴ Fred A Hayward, letter to Lee Shubert, 8 April 1911.
- ³⁵ A.H. Canby, letter to Charles Bird, 9 October 1908.

³⁶ Otis Skinner, *Footlights and Spotlights: Recollections of My Life on the Stage* (New York: Blue Ribbon Books, 1923) 306.

³⁷ Ada Rehan, *King of Cadonia, The Winning Miss, Eddie Foy, The Earl and the Girl, Lady Madcap*, Sothorn and Marlowe. Shubert Archives.

³⁸ Melville Hammett, letter to Charles Bird, 6 October 1908.

³⁹ *100 Years of Solidarity*, Section 2a.

⁴⁰ "Strike Grows Serious" *Variety*, 30 December 1911: 6.

⁴¹ Germain Quinn, *Fifty Years Back Stage: Being the Life Story of a Theatrical Stage Mechanic* (N.p.: n.p., 1926) 141. This book was privately published by Quinn. In the pages after 141, Quinn gives many more details on the impetus behind unionization of theatrical personnel, both back stage staff and performers. While much of the book is taken up with Quinn's personal reminiscences of famous actors, it does give valuable insights into the early workings of I.A.T.S.E. and life backstage.

⁴² Drew 226.

⁴³ Archie Binns, *Mrs Fiske and the American Theatre* (New York: Crown Publishing, 1955) 185.

⁴⁴ Skinner 268-69.

⁴⁵ John Martin-Harvey, *The Autobiography of Sir John Martin Harvey* (London: Sampson Low, Marston & Co, 1932) 407.

⁴⁶ Barrymore 58-9.

⁴⁷ Parker Morell, *Lillian Russell: The Era of Plush* (Garden City, New York: Garden City Publishing Company, 1943) 241.

⁴⁸ Charles Bird, letter to O.W. Ruggles, 9 March 1910.

⁴⁹ Charles Bird, letter to F.F. Backus. 14 March 1910.

⁵⁰ F.F. Backus, letter to Charles Bird, 4 April 1910.

⁵¹ "A Thrilling Road Experience" *New York Dramatic Mirror* 10 February 1906: 13.

⁵² "Snow Bound Actors Freed" *New York Times* 12 February 1912: 2.

- ⁵³ A.H. Canby, letter to the Shubert Home Office, 9 December 1908.
- ⁵⁴ *New York Times* 10 December 1908: 8.
- ⁵⁵ A.H. Canby, letter to Mr. Shubert, 10 December 1908.
- ⁵⁶ J.J. Shubert, letter to A.H. Canby, 11 December 1908.
- ⁵⁷ J.J. Shubert, telegram to A.H. Canby, 2 December 1908.
- ⁵⁸ A.H. Canby, letter to J.J. Shubert, 2 December 1908.
- ⁵⁹ J.J. Shubert, letter to A.H. Canby, 7 December 1908.
- ⁶⁰ A H Canby, telegram to Sam S and Lee Shubert, 13 December 1908.
- ⁶¹ J.J. Shubert, letter to A.H. Canby, 15 December 1908.

⁶² Information for the following charts comes from Shubert Theatrical Company confidential balance sheets for the period January, 1909 to July, 1909 (Shubert Archives). I have letters from Canby confirming that the first half of the season was profitable for the Nazimova Company, but I only have detailed information for all the companies on the road for the period January to July. For this reason, my analysis of Nazimova's financial performance as well as comparisons to other companies will be limited to this period.

⁶³ This figure includes \$835,505.64 from the Syndicate pooling arrangement and \$294,496.46 from the Klaw and Erlanger Booking Exchange. This information comes from an undated Klaw and Erlanger account book in the Shubert Archives.

⁶⁴ The Shuberts' smaller profit from a larger pool of theatres was due to the decline of the road after 1910.

Chapter 5

¹ Robson Black, "The Theatrical Field in Canada" *The New York Dramatic Mirror* (January 8, 1913) 4.

² For more information see Brown, "Entertainers of the Road" 123-126 and Yashdip Singh Bains and Norma Jenckes, "Canadian Evaluations of Edmund Kean." *Theatre Notebook* 32 (1978): 110-117.

³ Richard Plant, "Chronology: Theatre in Ontario to 1914." *Earlier Stages: Theatre in Ontario, 1800-1914* (Toronto: University of Toronto Press, 1990) 290.

⁴ Evans 30.

⁵ Stuart 28-50.

⁶ This statement, and the rest of this chapter, only refer to first-class touring companies and theatres. The great Marks family, one of the few Canadian producers of combination companies, continuously played Canadian theatres throughout the period of 1896-1923, but not in the large stops:

They knew they were small-timers, so they stuck to the small-time circuits. None of the brothers attempted to play Montreal or Toronto. They passed up Winnipeg and Vancouver when those cities started to grow.

They played briefly, and rarely, in Hamilton and Ottawa. They were wise enough to leave such places to the big English and American road companies, and stay where they were sure of a welcome. (Kitty Marks and Frank Croft, "My Life With the Original Marks Brothers." *Maclean's* 21 June 1958: 58.)

⁷ J. E. Middleton, "Music and Theatre in Canada." *Canada and its Provinces: Vol. XII* (Toronto, 1913) 661.

⁸ New Brunswick, Prince Edward Island and Nova Scotia could be considered a fourth touring region of Canada, but touring traffic in these provinces was not as great as in the other regions.

⁹ M. B. Leavitt, *Fifty Years in Theatrical Management* (New York: Broadway Publishing Co. 1912) 567.

¹⁰ Evans 137.

¹¹ Ruth Harvey, *Curtain Time* (Boston: Houghton Mifflin Co. 1949) 291.

¹² Harvey 291.

¹³ Black 4, 10.

¹⁴ Black 4.

¹⁵ For more information on both societies see Patrick O'Neill, "The British Canadian Theatrical Organization Society and the Trans-Canada Theatre Society." *Journal of Canadian Studies* 15, No. 1 (Spring 1980) 56 – 67.

¹⁶ Robert B. Scott, "Professional Performers and Companies." *Later Stages: Essays in Ontario Theatre from the First World War to the 1970s*

(Toronto: University of Toronto Press, 1997) 15-18.

¹⁷ Fred Jacob, "The Stage," *Canadian Forum* VII, No. 78 (March 1927) 188.

¹⁸ "Northwest Theatrically In Very Poor Shape Just Now," *Variety* (Oct. 27, 1922) 35.

¹⁹ Edwards 38.

²⁰ J. J. Shubert, letter to Lawrence Solman, February 2, 1910.

²¹ J. J. Shubert, letter to Lawrence Solman, February 25, 1910.

²² John F. Harley, letter to Lee Shubert, March 5, 1910.

²³ J. J. Shubert, telegram to John F. Harley, March 6, 1910.

²⁴ J. J. Shubert, letter to John F. Harley, March 7, 1910.

²⁵ J. J. Shubert, letter to John F. Harley, March 12, 1910.

²⁶ James Lougheed, letter to John F. Harley, March 4, 1910.

²⁷ John F. Harley, letter to James Lougheed, March 8, 1910.

²⁸ J. J. Shubert, letter to John F. Harley, March 11, 1910.

²⁹ On May 1, 1910, John Cort switched allegiance to the Shuberts from the Syndicate. Cort followed the earlier shifts in allegiance by Julius Cahn, William A. Brady and others (Lippman 147-8).

³⁰ John F. Harley, letter to Lee Shubert, March 5, 1910.

³¹ Cort later booked attractions for Walker and the towns on the Canadian Prairies.

³² J. J. Shubert, letter to John F. Harley, March 28, 1910.

³³ Barman 187-8.

³⁴ F. Elworthy (Secretary, Victoria Board of Trade), letter to John F. Harley, March 30, 1910.

³⁵ John F. Harley, letter to J. J. Shubert, March 30, 1910.

³⁶ J. J. Shubert, telegram to John F. Harley, March 31, 1910. Ultimately, the Board of Trade would build their theatre without Shubert help, the Royal Theatre on Broughton Street which still stands today.

³⁷ J. J. Shubert, letter to John F. Harley, May 16, 1910. John Cort already had access to the Victoria Theatre.

³⁸ J. J. Shubert, letter to Lawrence Solman, March 2, 1915.

³⁹ J. J. Shubert, letter to Lawrence Solman, June 28, 1915.

⁴⁰ Contract between L. Solman, Shubert Theatrical, Lee and J. J. Shubert. December 22, 1908. As well, contract between Canadian Theatre Co. Ltd. and Entertainments Ltd., April 24, 1909.

⁴¹ Bernheim 72.

⁴² Robert Grau, *The Business Man in the Amusement World* (New York: Broadway Publishing Company, 1910) 311-2.

⁴³ Hector Charlesworth, *More Candid Chronicles* (Toronto: The MacMillan Co. of Canada, 1928) 275-284.

⁴⁴ Klaw and Erlanger, letter to Ambrose Small, November 4, 1905.

⁴⁵ Klaw and Erlanger, letter to Ambrose Small, March 20, 1908.

⁴⁶ Ambrose Small, letter to Klaw and Erlanger, November 6, 1905.

⁴⁷ Klaw and Erlanger, letter to Ambrose Small, July 15, 1908.

⁴⁸ Ambrose Small, letter to Edward Thurnaer, May 28, 1913.

⁴⁹ Ambrose Small, letter to Edward Thurnaer, August 5, 1913.

⁵⁰ Ambrose Small, letter to Edward Thurnaer, August 7, 1913.

⁵¹ Ambrose Small, letter to Klaw and Erlanger, January 8, 1913.

⁵² Ambrose Small, letter to Klaw and Erlanger, May 2, 1911.

⁵³ Ambrose Small, letter to R. V. Leighton, May 2, 1911.

⁵⁴ Ambrose Small, letter to Lee Shubert, October 13, 1911.

⁵⁵ Charlesworth 286.

⁵⁶ Ambrose Small, letter to Charles Osgood, June 7, 1907.

⁵⁷ Ambrose Small, letter to Klaw and Erlanger, May 15, 1913.

⁵⁸ Mora Dianne Guthrie O'Neill, "A Partial History of the Royal Alexandra Theatre, Toronto, Canada 1907-1939," Louisiana State University, 1976, 19.

⁵⁹ Fred Clement documents the investigation into Small's disappearance, a case not closed until 1960, in *The Strange Case of Ambrose Small* (Toronto: McClelland and Stewart, 1974).

⁶⁰ Harvey 52.

⁶¹ Stuart 31.

⁶² Stuart 32.

⁶³ C. P. Walker, letter to Klaw and Erlanger, December 11, 1906.

⁶⁴ J. F. Harley, letter to Lee Shubert, February 25, 1910.

⁶⁵ C. P. Walker, letter to Klaw and Erlanger, December 8, 1907.

⁶⁶ C. P. Walker, letter to Klaw and Erlanger, April 26, 1905.

⁶⁷ C. P. Walker, letter to Klaw and Erlanger, January 29, 1905.

⁶⁸ C. P. Walker, letter to Klaw and Erlanger, February 16, 1905.

⁶⁹ C. P. Walker, letter to Klaw and Erlanger, February 23, 1907.

⁷⁰ C. P. Walker, letter to Klaw and Erlanger, September 26, 1905.

⁷¹ C. P. Walker, letter to Klaw and Erlanger, January 5, 1907.

⁷² *The New York Dramatic Mirror* (August 12, 1899) 16. In 1908, managers still had difficulties with customs duties: "Theatre Managers Angry at Canada," *New York Times* 10 June 1908: 7.

⁷³ There was also a considerable duty on scenery and properties until the Canadian Government dropped them in late June 1908, mostly at the urging of the Ambrose Small-led Canadian Theatre Managers' Association. "Canada Drops Duty on Touring Scenery," *New York Times* 28 June 1908: pt 2, 9.

⁷⁴ C. P. Walker, letter to Klaw and Erlanger, April 7, 1907.

- ⁷⁵ "The Stage," *Manitoba Free Press, Winnipeg* 1 May 1907: 8.
- ⁷⁶ C. P. Walker, letter to Klaw and Erlanger, November 5, 1907.
- ⁷⁷ C. P. Walker, letter to Klaw and Erlanger, January 24, 1907.
- ⁷⁸ C. P. Walker, letter to Klaw and Erlanger, January 24, 1907.
- ⁷⁹ C. P. Walker, letter to Klaw and Erlanger, December 17, 1907.
- ⁸⁰ C. P. Walker, letter to Klaw and Erlanger, December 8, 1906.
- ⁸¹ C. P. Walker, letter to Klaw and Erlanger, June 21, 1905.
- ⁸² C. P. Walker, letter to John S. Hale, Rep. of William A. Brady, June 6, 1905.
- ⁸³ C. P. Walker, letter to Klaw and Erlanger, March 25, 1907.
- ⁸⁴ Stuart 52.
- ⁸⁵ Mora Dianne Guthrie O'Neill 39.
- ⁸⁶ Mora Dianne Guthrie O'Neill 99-100.
- ⁸⁷ Contract between Canadian Theatre Co. Ltd. and Entertainments Ltd., April 24, 1909.
- ⁸⁸ Contract between Lawrence Solman, Lee and J. J. Shubert and Entertainments Ltd., June 1909. As well, contract between Shubert Theatrical Co. and Entertainments Ltd., June 1909.
- ⁸⁹ Contract between Entertainments Ltd., Canadian United Theatres Ltd. and the Canadian Theatre Co. Ltd., October 30, 1916.
- ⁹⁰ Contract between Lawrence Solman, Shubert Theatrical Co., Lee and J. J. Shubert and Entertainments Ltd., October 30, 1916.
- ⁹¹ While the report from 1912 was not among the extant documents, the 1913 report contained the 1912 figures.
- ⁹² Mora Dianne Guthrie O'Neill 100.
- ⁹³ Lawrence Solman, letter to Lee Shubert, October 4, 1918.
- ⁹⁴ Lawrence Solman, letter to J. J. Shubert, January 1, 1916.

⁹⁵ Lawrence Solman, letter to Lee Shubert, April 8, 1916.

⁹⁶ Lawrence Solman, telegram to J. J. Shubert, October 9, 1918.

Epilogue

¹ Poggi 25-6.

² Chris Jones, "Same Old Game Gets New Beat." *Variety* 14 September 1998: 42. A playing week can be defined as one production playing for one week. To arrive at this figure the total productions on the road were multiplied by the number of weeks they played.

³ Jones, "Same Old Game Gets New Beat.": 40.

⁴ Markland Taylor and Chris Jones, "Will Regional Auds Pony Up For 'Rent'?" *Variety* 31 March 1997: 95.

⁵ Statement of the *Belle of New York Company*, season 1901 and 1902.

⁶ These figures are based on the United States Bureau of Labor Statistics' Consumer Price Index Conversion Factor for 1902 to 1997 dollars of .05.

⁷ Bruce Ingram, "Windy City 'Phantom' Set To Blow 'Em Away," *Variety* 25 April 1990: 123.

⁸ Taylor and Jones, "Will Regional Auds Pony Up For 'Rent'?": 95.

⁹ Chris Jones, "Concert Giant SFX Gets Leg Up on Legit." *Variety* 24 August 1998: 33.

¹⁰ Jones, "Concert Giant SFX Gets Leg Up on Legit.": 33.

¹¹ Jones, "Concert Giant SFX Gets Leg Up on Legit.": 33.

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Note on sources: Very valuable for background material is Brooks McNamara's *The Shuberts of Broadway* (1990), information for which was almost exclusively drawn from primary documents in the Shubert Archives in New York. Also informative on the Shuberts' business is Jerry Stagg's *The Brothers Shubert*; however, it is much more anecdotal in nature. Other general works about the state of theatre in the United States include Ethan Mordden's *The American Theatre* (1981), L. W. Conolly's *Theatrical Touring and Founding in North America* (1982), Garff Wilson's *Three Hundred Years of American Drama and Theatre* (1973), and two stalwart classics: Barnard Hewitt's *Theatre U.S.A.: 1665-1957* (1959) and the even more classic *A History of the Theatre in America: From Its Beginnings to the Present Time* (1919) by Arthur Hornblow. Four works provide useful background information on theatre in Canada during the period: Murray Edwards' *A Stage in Our Past: English Language Theatre in Eastern Canada from the 1790s to 1914* (1968), Chad Evans' *Frontier Theatre* (1983), Ann Saddlemeyer (Ed.) *Early Stages: Theatre in Ontario 1800-1914* (1990), and E. Ross Stuart's *The History of Prairie Theatre* (1984). More directly relevant to my dissertation are Alfred Bernheim's *The Business of the Theatre: An Economic History of the American Theatre, 1750-1932* (1932) and Jack Poggi's *Theatre in America: The Impact of Economic Forces, 1870-1967* (1966). While both works are very informative on the large scale finances of the Syndicate and Shuberts, the day to day finances and methods of management are not dealt with. Bernheim was writing about management history for Actors' Equity and encountered a certain amount of resistance from managers when he attempted to question them on their activities (see Alfred Harding's Editor's Note). Poggi deals in some detail with the economic concerns of playwrights in the period, but only provides capitalization, profit and other large scale figures. In addition, the majority of his book deals with periods after 1920. A very useful article on combination companies and the era immediately preceding the formation of the Syndicate is Rosemarie Banks "A Reconstruction of the Death of Nineteenth-Century American Repertory Companies and the Rise of the Combination" in *Essays in Theatre* (November 1986). Perhaps the most useful template for my investigation is Ron Engle and Tice Miller's *The American Stage: Social and Economic Issues from the 1790s to 1914* (1993) and particularly Barry Witham's article on the Federal Theatre Project. The integration of social and economic information in these articles provides a good guide for my work.

100 Years of Solidarity. 1996. International Alliance of Theatrical Stage Employees. 26 Apr. 1998 <<http://www.iatse.lm.com/mhist2a.html>>

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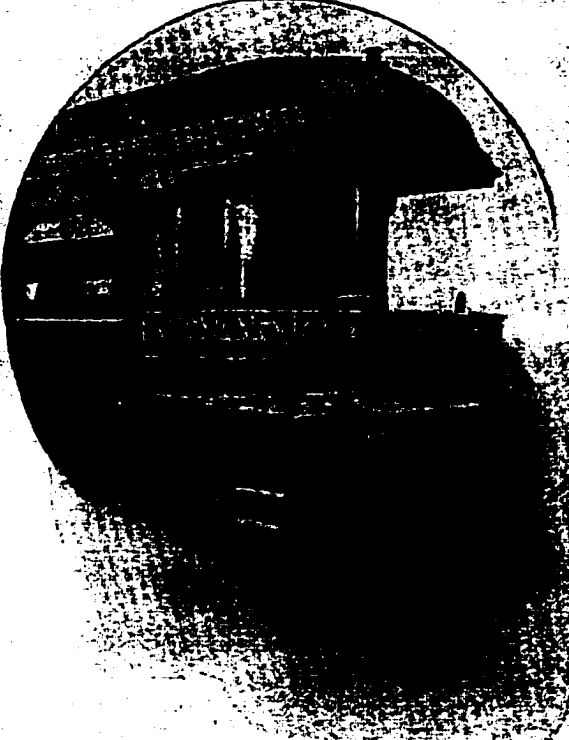
Theatre (New York). 1901-6.

Variety, 1905-98.

Vogue. 1912-13.

Appendix A:
Figures

1902 JULIUS CAHN'S OFFICIAL THEATRICAL GUIDE 1902



The PERE MARQUETTE

is a favorite line in Michigan with Theatrical Companies.

Because—

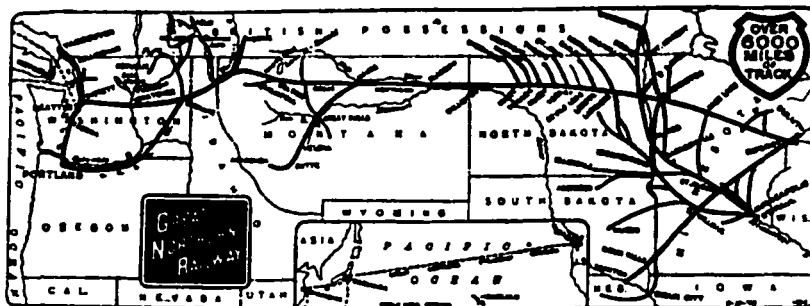
- It reaches all the important cities.
- The service is the best.
- Fast trains, reliable schedule.
- It is the "Short Line."
- There are plenty of first baggage cars.

Parlor and Cafe Cars
Are the acme of comfort, and charges are reasonable.

Write any of the representatives of the Passenger Department for rates.

138

Figure 1a: Advertisement for The Pere Marquette Railway (*Julius Cahn's Theatrical Guide*, 138)



THE GREAT NORTHERN RAILWAY reaches the **PRINCIPAL CITIES** of MINNESOTA, NORTH DAKOTA, SOUTH DAKOTA, MONTANA, WASHINGTON, and BRITISH COLUMBIA. .Send four cents in postage for **NEW THEATRICAL GUIDE**, just published, to

CAL STONE, G. P. A., St. Paul. F. I. WHITNEY, P. T. M., St. Paul.

Ed Salters' Attractions: "FABIO ROMANI," "LADY OF LYONS," "CONVICT'S DAUGHTER," now playing circuit to good business.


THE GREAT NORTHERN RY., the "Comfortable Way" to make the Pacific Coast Cities of Seattle, Everett, Bellingham, Victoria and Vancouver.

Figure 1b: Advertisement for the Great Northern Railway (*New York Dramatic Mirror*, November 18, 1905: 6)

Maison

JAQUELINE

**Ethel Barrymore
adds her praise**



Signature
Ethel Barrymore

OUR extensive clientele is the most exclusive in America, and we, therefore, do not feel at liberty to publish here the names of our private customers, but among the professional patrons of this house we may mention:


Miss Maude Adams
Miss Margaret Anglin
Miss Ethel Barrymore
Miss Sarah Bernhardt
Mr. Patrick Campbell
Miss Sallie Fisher
Miss Helen Fane
Miss Dora Gomez
Miss Corinne MacDonald
Miss Nazimova
Miss Fernand Schen
Miss Rose Stahl
Miss Hattie Williams
Miss Flora Zabelle

WHEN you feel that you want a gown of the type that satisfies women of their exacting requirements, come and consult with us.

**20-22 East 46th St.
New York**
Opposite the Ritz-Carlton


Figure 2a: Celebrity Endorsement by Ethel Barrymore for Maison Jaqueline.
(*Vogue*, May 1, 1912: 84)

21 W. 38th St.
New York City



TRADE MARK

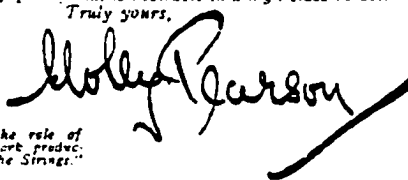
MME. GARDNER
Manager
Tel. 4363 Coney



*The Le Papillon Corset Company, 21 West 38th Street, N. Y. City.
Gentlemen:*

*Without the slightest hesitancy I can say that the Le Papillon
Corset is the most satisfactory I have worn.
It embraces every quality that is desirable in a high-class corset.*

Truly yours,



Miss Pearson plays the role of
Bunty in the New York produc-
tion of "Bunty Builds the Stronger."

The masterful design,
skillfully cut, correct shape
and perfect adaptability for
the prevailing modes dis-
tinguishes Le Papillon
models as the world's best.


Our goods are univer-
sally admitted to be of
superior style, fit, finish and
workmanship.

Booklet A mailed on re-
quest.

Figure 2b: Celebrity Endorsement by Miss Pearson for Le Papillon. (*Vogue*, June 15, 1912: 62)

Mme TETRAZZINI
 takes pleasure in
 recommending

Crème Nerol



I am pleased to assure you that after having used your **CRÈME NEROL** I will be content and able to recommend it.

The satisfying qualities of **Crème Nerol**, come from the experience of a beautician in the complexion, and its capacity **SMOOTHNESS** and freedom from **blemishes**.

Not a day of preparation into the making of this wonderful and famous cream, as **CRÈME NEROL**, is done to make it soft and delicate, and it is not until it is used with regularity, steadily and cheerfully, that the results are met.

CRÈME NEROL restores whiteness, softens and beautifies the skin, soothes rough or irritated complexion, and is a signifier of those nature safety values of the skin (the pores) it is unswerving. It most certainly will promote a growth of hair.

Its tonic effect upon the relaxed facial muscles and the systematic daily condition of the nose of all lines and wrinkles is most pronounced.

What **Crème Nerol** has done for others it will do for you.

AMONG THOSE WHO USE AND RECOMMEND CRÈME NEROL AT ITS TRUE VALUE ARE:

Marguerite Anglin
 Mrs. Fish
 Julia Marlowe
 Madame Elliott
 Victoria Harwood
 Billie Burke
 Julia Figg
 Frances Starr
 Laura Nelson Hall
 Constance Collier
 Suzanne De Passe
 Geraldine Farrer
 Mme. Tetrzini
 Olive Fremstad

Mailed to any address on receipt of price, \$1.00 per jar

FORREST D. PULLEN
 FACE SPECIALIST
 618 Lewis Ave., Brooklyn, N. Y.

My own trouble, describing other Nerol users' experiences, will be mailed upon request.

Figure 2c: Celebrity Endorsement by Madame Tetrzini for Crème Nerol. (*Vogue*, March 15, 1912: 111)

Caruso **Melba** **Farrar** **Tetrazzini** **Scotti**

Gajski **Sembrich**

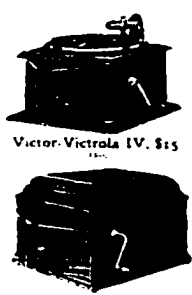
Humer **Schumann-Heink**

Amato **Sammarco**

Victor-Victrolas \$15 to \$200 **Victors \$10 to \$100**

Victor-Victrola

Any Victor dealer in any city in the world will gladly play any Victor music you wish to hear and demonstrate to you the wonderful Victor-Victrola.



Victor Talking Machine Co.
Camden, N. J., U. S. A.

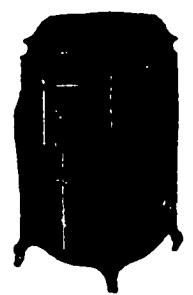



Figure 2d: Celebrity Endorsement by many musical stars for the Victor Talking Machine Company. (*Vogue*, March 15, 1912: 1)

HENRY GREENWALL, PROPY. ALBERT WEISS, TREAS & GENL MGR. J. J. COLEMAN, MGR BOOKING DEPT.



Telephone 1253 Bryant New York Theatre Bldg. Room 6

ADDRESS ALL COMMUNICATIONS TO AMERICAN THEATRICAL EXCHANGE

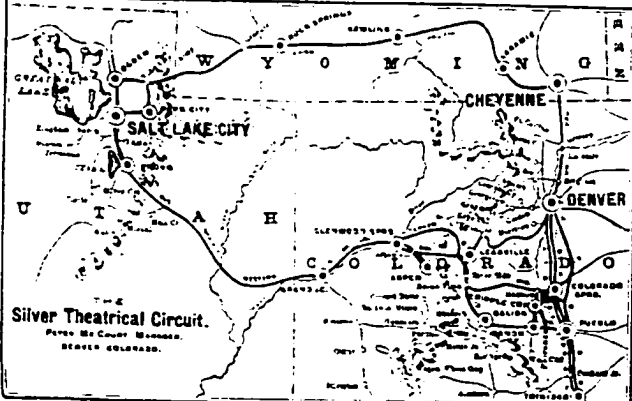
New Orleans, La. Greenwall Theatre	McKinney, Texas, Opera House	Shreveport, La. Grand Opera House
New Orleans, Baldwin Theatre	Pais, Peterson's Theatre	Lake Charles, Opera House
New Orleans, Ellysian Theatre	Bonham, Super Opera House	Lafayette, Opera Theatre
Dallas, Dallas Opera House	Torrell, Opera House	Jessimo, Opera House
Fort Worth, Greenwall Opera House	Mason, Opera House	Alexandria, Rapidus Theatre
Houston, Houston Theatre	Brenham, Opera House	Union Range, Elk's Theatre
Calveston, Grand Opera House	Bryan, Grand Opera House	Monroe, Sugar Theatre
Waco, Auditorium	Taylor, New Opera House	New Iberia, Opera House
San Antonio, Grand Opera House	Temple, Exchange Opera House	Ruston, Rustan Theatre
Austin, Hancock Opera House	Belton, Grand Opera House	Flour, Grand Opera House
Beaumont, Kyle Theatre	Del Rio, Opera House	Opelousas, Satchel Opera House
Corpus Christi, Merchants' Opera House	Merced Well, Auditorium	Franklin, Opera House
Sherman, Opera House	Humble, Opera House	Little Rock, Ark. Capital Theatre
Dumas, Grand Opera House	LaGrange, Opera House	Hot Springs, Auditorium
Tyler, Grand Opera House	San Marcos, Grand Opera House	Paris Bluff, Elk Theatre
Texasone, Grand Opera House	New Braunfels, Opera House	Hager, Opera House
Washachie, Shiloh Opera House	Ennis, Opera House	Jackson, Misc. Century Theatre
El Paso, Texas Street Theatre	Hillboro, Opera House	Natchez, Baker-Grand
Fort Worth, Orange Theatre	Marion, Arlington Opera House	Cadefryville, Kans. New Theatre
Orange, Household Opera House	Marion, Temple Opera House	Aurora, Mo. Casvath Theatre
Gainesville, Opera House	Longview, Smuth's Opera House	Webb City, Mo. Blake Theatre
Greenville, King Opera House	Nautman, Opera House	Oklahoma City, Okla. Overholzer Theatre

February 4, 1907.

Figure 3a: Letterhead from The American Theatrical Exchange. (Shubert Archives)

SILVER CIRCUIT

IN CONNECTION WITH THE
NORTHWESTERN THEATRICAL ASSOCIATION



PUEBLO	POPULATION
COLORADO SPRINGS	11,000
CRIPPLE CREEK	1,000
VICTOR	1,000
LA JUNTA	1,000
ROCKY FORD	1,000
LEADVILLE	1,000
TRINIDAD	1,000
CENTRAL CITY	1,000
GRANBY	1,000
PT COLLINS	1,000
CANON CITY	1,000
GRAND JUNCTION	1,000
IDAHO SPRINGS	1,000
BOULDER	1,000
LONGMONT	1,000
LOVELAND	1,000
HOLLY	1,000
LAS ANIMAS	1,000
CHEYENNE, WYO	1,000
LARAMIE, WYO	1,000
BATON N W	1,000

Silver Theatrical Circuit.
Peter McCourt, Manager, Denver, Colorado.

For time for either circuit apply to PETER McCOURT, Denver, Colo
JOHN CORT, Seattle, Wash.

Figure 3b: Letterhead for the Silver Theatrical Circuit. (Shubert Archives)

THE OLDEST AND SAFEST CIRCUIT OF HIGH GRADE THEATRES
 IN THE UNITED STATES AND CANADA
 PLAYING AT A POPULAR SCALE OF PRICES

<p style="text-align: center;">REPRESENTING</p> <p><i>Chicago, Ill.</i> THE CROWN THE IMPERIAL THE NATIONAL THE VICTORIA</p> <p><i>Kansas City, Mo.</i> GRAND OPERA HOUSE</p> <p><i>St. Louis, Mo.</i> THE AMERICAN</p> <p><i>Detroit, Mich.</i> THE LYCEUM</p> <p><i>Grand Rapids, Mich.</i> THE MAJESTIC</p> <p><i>Toledo, Ohio</i> THE LYCEUM</p> <p><i>Indianapolis, Ind.</i> THE PARK</p> <p><i>Cleveland, Ohio</i> THE PROSPECT</p> <p><i>Cincinnati, Ohio</i> THE WALNUT</p> <p><i>Columbus, Ohio</i> THE HIGH STREET</p> <p><i>Dayton, Ohio</i> THE NATIONAL</p> <p><i>Louisville, Ky.</i> THE WALNUT</p> <p><i>Washington, D. C.</i> THE NEW ACADEMY</p> <p><i>Baltimore, Md.</i> THE HOLLIDAY ST.</p> <p><i>Philadelphia, Pa.</i> GRAND OPERA HOUSE</p> <p><i>Pittsburg, Pa.</i> THE LYCEUM</p> <p><i>Jersey City, N. J.</i> THE MAJESTIC</p> <p><i>Rochester, N. Y.</i> THE BAKER</p> <p><i>Syracuse, N. Y.</i> THE BASTABLE</p> <p><i>Buffalo, N. Y.</i> NEW THEATRE</p> <p><i>Toronto, Ont.</i> GRAND OPERA HOUSE</p> <p><i>New Orleans, La.</i> THE CRESCENT</p> <p><i>Memphis, Tenn.</i> THE LYRIC</p> <p><i>Nashville, Tenn.</i> THE BIJOU</p>	<p>ESTABLISHED IN 1900</p> <h1 style="margin: 0;">STAIR</h1> <p style="margin: 0;">AND</p> <h1 style="margin: 0;">HAVLIN</h1> <p style="margin: 0;">(INCORPORATED)</p> <p>1493 BROADWAY NEW YORK</p> <p>GEORGE H. NICOLAI. REPRESENTATIVE</p> 	<p style="text-align: center;">REPRESENTING</p> <p><i>Atlanta, Ga.</i> THE LYRIC</p> <p><i>Birmingham, Ala.</i> THE BIJOU</p> <p><i>Richmond, Va.</i> THE BIJOU</p> <p><i>Norfolk, Va.</i> THE GRANBY</p> <p><i>Knoxville, Tenn.</i> THE BIJOU</p> <p><i>Chattanooga, Tenn.</i> THE LYRIC</p> <p><i>Evansville, Ind.</i> THE BIJOU</p> <p><i>Pateron, N. J.</i> THE LYCEUM</p> <p><i>Providence, R. I.</i> THE IMPERIAL</p> <p><i>Worcester, Mass.</i> THE FRANKLIN SQ.</p> <p><i>Youngstown, Ohio</i> GRAND OPERA HOUSE</p> <p><i>Akron, Ohio</i> GRAND OPERA HOUSE</p> <p><i>Wheeling, W. Va.</i> THE COURT</p> <p><i>Omaha, Neb.</i> GRANDEIS THEATRE</p> <p><i> Erie, Pa.</i> THE MAJESTIC</p> <p><i>Springfield, Ill.</i> THE CHATTERTON</p> <p><i>Peoria, Ill.</i> THE MAJESTIC</p> <p><i>Fort Wayne, Ind.</i> THE MAJESTIC</p> <p><i>St. Joseph, Mo.</i> THE LYCEUM</p> <p><i>Des Moines, Iowa</i> THE BERCHELL</p> <p><i>Bay City, Mich.</i> THE WASHINGTON</p> <p><i>Kalamazoo, Mich.</i> THE FULLER</p> <p><i>Battle Creek, Mich.</i> THE POST</p> <p><i>Terre Haute, Ind.</i> GRAND OPERA HOUSE</p> <p><i>Elyria, Ohio</i> ELYRIA THEATRE</p>
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NO CONNECTION WITH ANY OTHER CONTEMPLATED CIRCUIT
 AT POPULAR PRICES

Figure 3c: Letterhead for the Stair and Havlin Theatrical Circuit. (Shubert Archives)

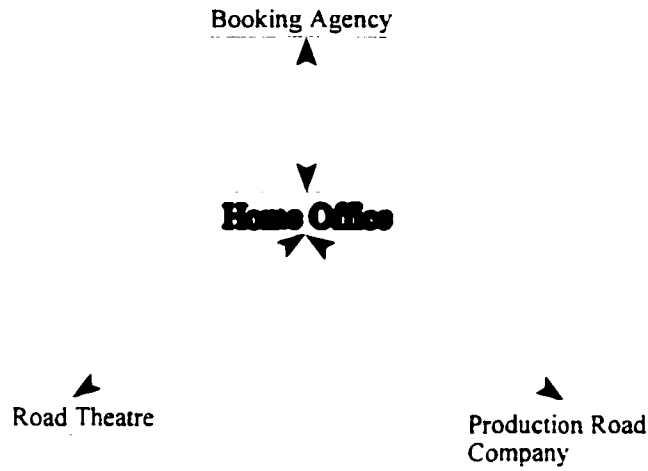


Figure 4: The organizational triad of the road.

FAREWELL, AMERICAN TOUR 1905 - 1906

M^{ME} SARAH BERNHARDT
 WORLD'S GREATEST ARTISTE
 IN "CAMILLE"

DIRECTION SAM S. LEE SHUBERT AND WM. F. CONNOR

ONE NIGHT :: ONLY ::	Tuesday, May 1	PRICES: \$3.00, \$2.00, \$1.00
-------------------------	----------------	-----------------------------------

AUDITORIUM RINK

TO GUARD AGAINST TICKET SPECULATION—Start orders will now be received from Winnipeg and all points when accompanied by Express Money Order, Post Office Money Order, or Certified Check, and stamped, addressed envelope for reply. The orders will be filled in order of their receipt, and tickets mailed the purchasers. Address and make checks payable to—

FULLJAMES & HOLMES, Managers Auditorium Rink, Winnipeg.

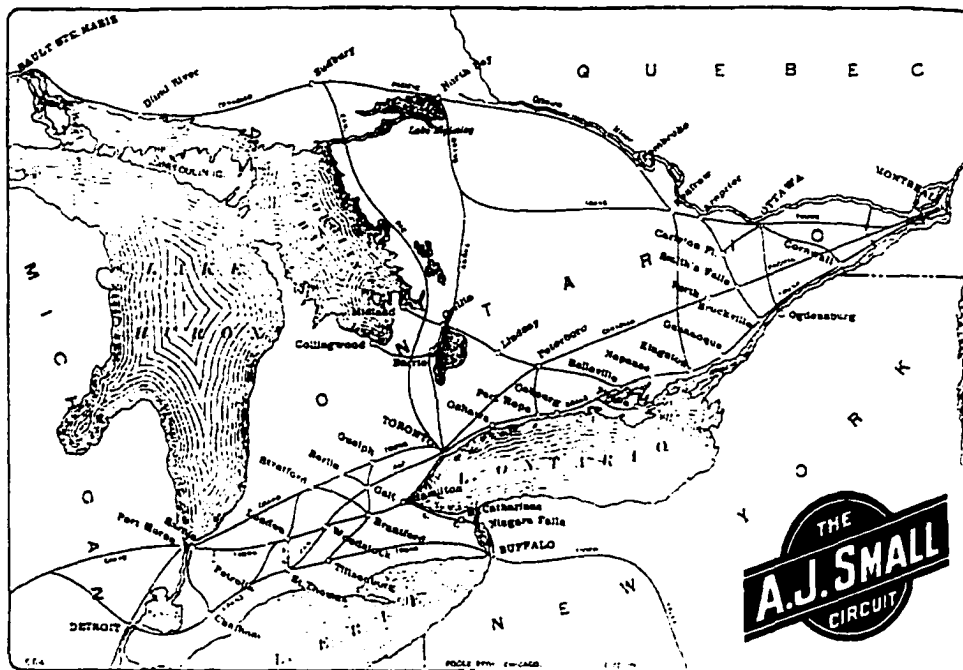
The regular Box Office Sale will open at the Auditorium Rink, Saturday, April 28, at 9 a. m.

Main Floor—\$3.00 and \$2.00. Side Sections—\$3.00, \$2.00 and \$1.00. General Admission—\$1.00.

In order to prevent inconvenience and confusion patrons are requested to note the door at which they are to enter the Auditorium on the night of the performance. Full directions will be found on the back of each ticket.

Figure 5: Sarah Bernhardt's 1905-6 Tour. Western section (*Manitoba Free Press*, Winnipeg, April 23, 1906: 8).

MOST CAREFULLY BOOKED TERRITORY IN THE WORLD



Note the new outlet into the Copper Country by way of North Bay, Sudbury, Blind River and the "Soo."

Magnificent new theatres at North Bay and Sudbury, both of which points are situated in a very rich mining country and good for capacity with everything that plays them. Also the smaller town of Blind River.

The "Money Route" to the West is now via OTTAWA, RENFREW (new \$75,000 theatre just opened), PEMBROKE (new theatre building), NORTH BAY and SUDBURY, thence into the Copper Country by way of the "Soo" or on the Canadian Pacific Railway to Winnipeg.

ALL COMMUNICATIONS TO

A. J. SMALL,

Grand Opera House,

Toronto, Canada

Figure 6: Ambrose J. Small's Circuit, April 21, 1909, Shubert Archives, New York.



Figure 7: Advertisement for Denver Center Attractions. (*Variety*, September 14, 1998: 64)

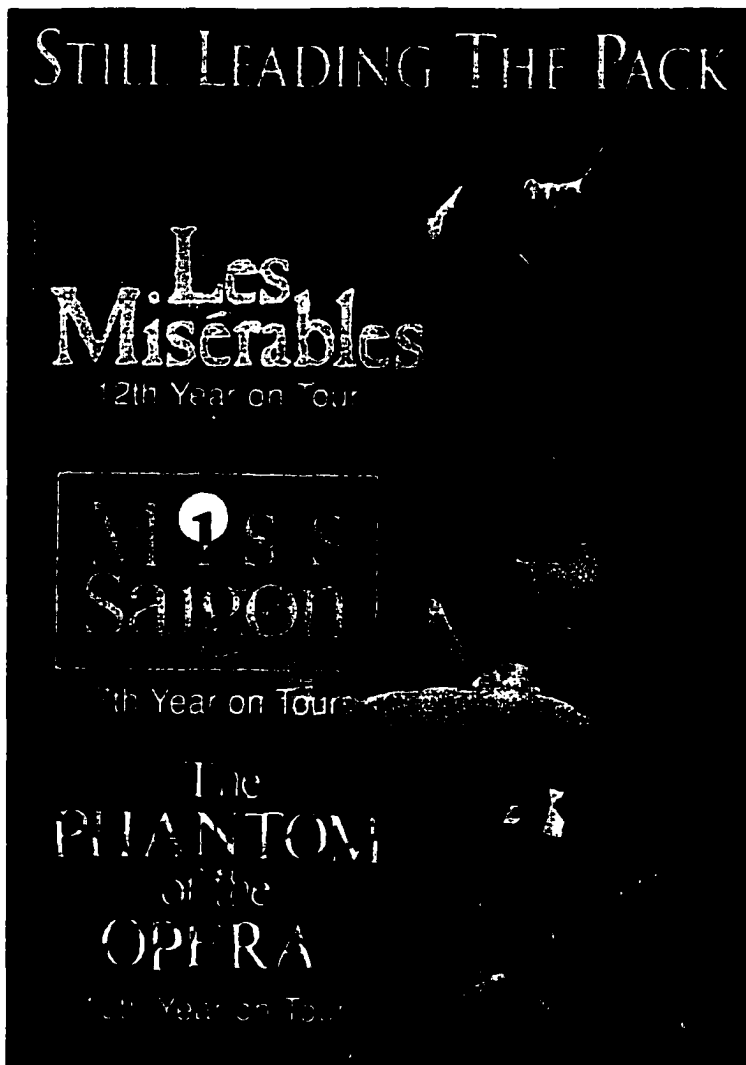


Figure 8c: Booking agency advertisement for Cameron Mackintosh's Musicals.
(*Variety*, September 14, 1998: 51)

**Appendix B:
Tables**

Table 1: Population of Selected Cities

City	1890s	1920
New York City	2.5 million	5.6 million
Chicago	1 million	2.7 million
Philadelphia	1 million	1.8 million
Detroit	205000	994000
Los Angeles	50000	577000

(Source: Unger 63)

Table 2: "A Thoroughbred Tramp," Season 1905-6

City	Population	Performance Date
Dickinson (ND)	3,678	March 5
Glendive (MT)	2,428	March 6
Miles City (MT)	4,697	March 7
Billings (MT)	10,031	March 8
Big Timber (MT)	1,183	March 9
Bozeman (MT)	5,436	March 10
Butte (MT)	39,165	March 12
Anaconda (MT)	10,134	March 13
Missoula (MT)	12,869	March 14
Wardner (ID)	1,369	March 15
Couer D'Alene (ID)	7,291	March 16
Spokane (WA)	104,402	March 17
Oaksdale (WA)	882	March 19
Lewiston (ID)	6,043	March 20
Pullman (WA)	2,602	March 21
Moscow (ID)	3,670	March 22
Colfax (WA)	2,783	March 23
Pomeroy (WA)	1,605	March 24
Yakima (WA)	14,082	March 26
Ellensburg (WA)	4,209	March 27
Cle Elum (WA)	2,749	March 28
Port Angeles (WA)	2,286	March 30
Port Townsend (WA)	4,181	March 31
Nanaimo (BC)	31,822	April 2
Ladysmith (BC)	3,295	April 3
Blaine (WA)	2,289	April 4
Bellingham (WA)	24,298	April 5

Anacortes (WA)	4,168	April 6
Everett (WA)	24,814	April 7
Seattle (WA)	237,194	April 8-14 (week)
Tacoma (WA)	83,743	April 15-16
Centralia (WA)	7,311	April 17
Olympia (WA)	6,996	April 18
Hoquiam (WA)	8,171	April 19
Elma (WA)	1,532	April 20
Chehalis (WA)	4,507	April 21
Portland (OR)	207,214	April 22-28 (week)
Vancouver (WA)	9,300	April 29
Dalles (OR)	4,880	April 30
Pendleton (OR)	4,460	May 1
Weiser (ID)	2,600	May 2
Ontario (ID)	1,248	May 3
Boise (ID)	17,358	May 4
Pocatello (ID)	9,110	May 5
Logan (UT)	7,522	May 7
Ogden (UT)	25,580	May 9

(Source: Route schedule from the Cort files in the Shubert Archives, the population figures are from the *1910 United States Census* and the *1911 Canada Census*)

Table 3: Companies on the Road, 1900-1920

Year	First Week in April	First Week in December	April to December Average
1900	285	392	339
1901	189	289	239
1902	239	373	306
1903	292	362	327
1904	234	420	327
1905	269	369	319
1906	252	345	299
1907	282	256	269
1908	289	337	313
1909	250	328	289
1910	235	236	236
1911	235	257	246
1912	182	228	205
1913	190	166	178
1914	135	112	124
1915	99	95	97
1916	73	117	95
1917	65	89	77
1918	56	25	41
1919	50	47	49
1920	25	42	34

(Source: Bernheim 75)

Table 4: The Shubert Theatrical Company Roster (Excerpt). March 6, 1909

Show	Location
Havana	Casino, New York
Mimic World	Kansas City
Marcelle	On Tour [in one night stands]
Lulu Glaser	St. Louis
Lew Fields	On Tour
Sam Bernard	Baltimore
Girls #1	On Tour
Wolf #1	Brooklyn
Witching Hour #1	Boston
Blue Mouse #1	Lyric, New York
Nazimova	On Tour
Julia Marlowe	Daly's, New York
De Wolf Hopper	Washington
Girls #2	On Tour
Wolf #2	On Tour
Witching Hour #2	Buffalo
Blue Mouse #2	Syracuse
Eddie Foy	West End, New York
Ganton and Company	Buffalo
The Vampire	St. Louis
Bachelor	On Tour
Bertha Galland	On Tour
Blue Mouse #3	On Tour
Mary Mannering	On Tour
Girls #3	On Tour

(Source: "The Shubert Theatrical Company Roster, March 6, 1909," Shubert Archives)

Table 5: Summary of Costs for "Glorious Betsy"

Item	Total Payment	Advance Payment
Costumes	\$2,500	\$500
Properties	\$500	\$175
Scenery 2 nd and 4 th Act (carpenter)	\$850	\$285
3 rd Act	\$580	\$195
1 st Act	\$600	\$200
Painting (entire)	\$1,410	\$470

(Source: "Estimates for Miss Mannering's Company, n.d.," Shubert Archives)

Table 6: Entertainments Ltd.: Profits and Losses, 1909-14

Year	Princess Theatre, Montreal	Royal Alexandra Theatre, Toronto	Bank Account Interest	Net Profit
1909	-	8113.13	-	8113.13
1910	-3648.88	5752.86	143.38	2247.36
1911	-1651.45	6673.4	348.84	5370.79
1912	16796.35	28142.21	260.35	43519.28
1913	10086.85	33689.65	724.53	43492.35
1914	9413.21	23075.87	607.06	32154.82

(Source: Annual Reports of Entertainments, Limited (1909, 1910, 1911, 1913, 1914, Shubert Archives)

Appendix C: Charts

Information for the following charts comes from Shubert Theatrical Company confidential balance sheets for the period January, 1909 to July, 1909. (Shubert Archives)

Chart 1: Nazimova Weekly Profits
Season 1908-9

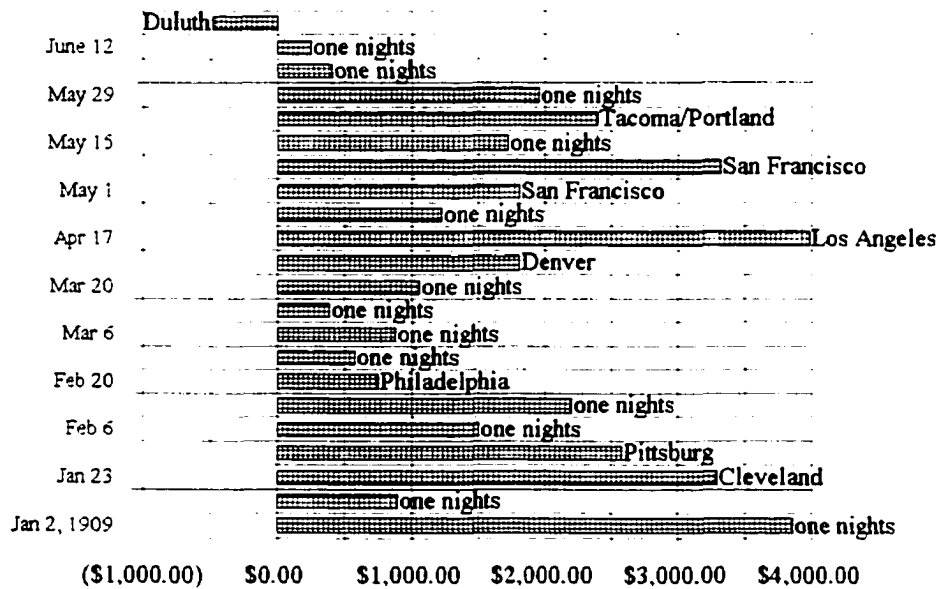


Chart 2: Total Profits/Losses All Companies, Season 1908-9

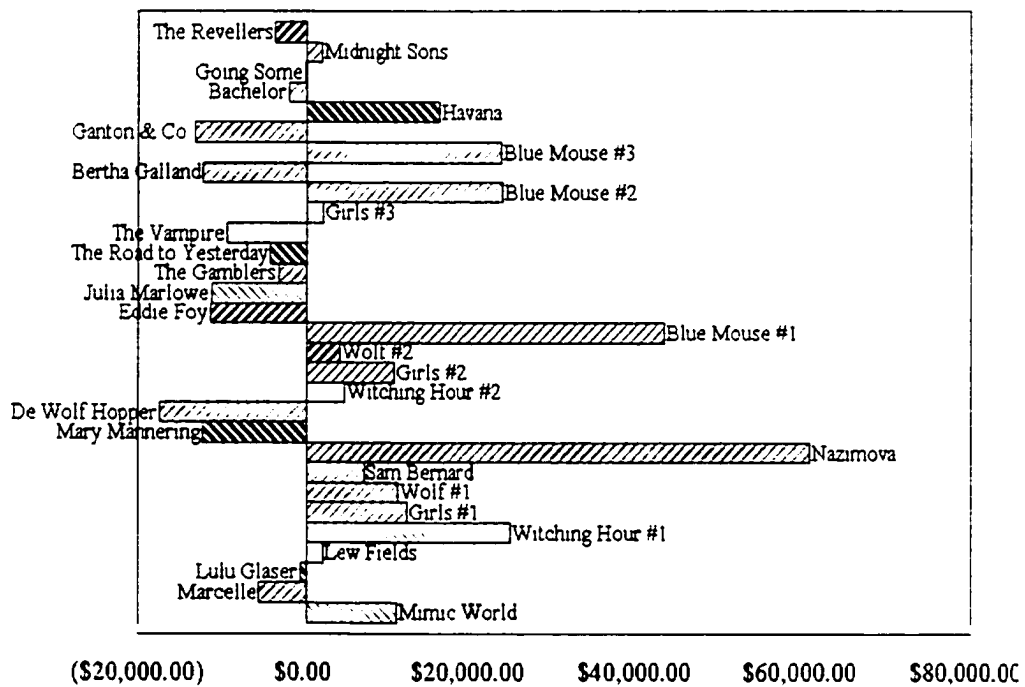
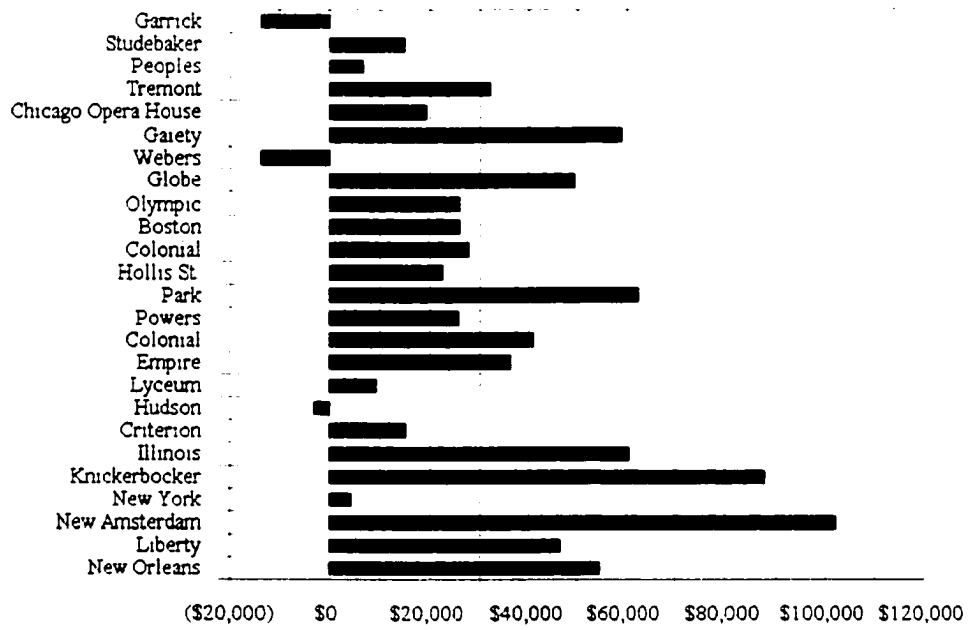


Chart 3: Profits for Syndicate Theatres
Season 1909-10



Appendix D:
Shubert Company Holdings (Source: Shubert Archives)

EXHIBIT "A" ATTACHED TO THE BILL OF SALE.

(Being the productions owned by The Shubert
 Theatrical Company, as interest may appear)

He Came from Milwaukee
 Malich
 Girl & Kaiser
 Watchers
 Fosita
 Sold
 Ann Foyd
 Nazimova
 Havana No. 1
 Motor Girl
 Troubadour
 Lincoln
 Persian Princess
 City No. 1
 As a Man Thinks
 Lottery No. 1
 Up & Down Broadway
 Kiss Waltz
 Next
 All General Productions (Not Itemized)
 Keeping Up Appearances
 Blue House, No. 4
 Hamlet of Broadway
 Girls No. 1
 Girls No. 2
 Girls No. 3
 Hattering
 Witching Hour, No. 1
 Witching Hour, No. 2
 Bachelor
 Truants
 Girl and The Wizard
 Lottery Man No. 2
 City, No. 2
 Lulu's Husbands, No. 1
 The Family
 City, No. 3
 Lulu's Husbands, No. 2
 Chaperons
 Lottery Man, No. 3
 Lottery Man, No. 4
 The Harning
 Blue Club
 Youth
 The Man with Three Wives
 Modern Marriage

(Continued on Next Page)

Homeward Bound
Hethersole
The Barefoot Dancer
Nearly a Hero
Minc. Mischief
Marcelle
Wolf No. 1
Blue House, No. 2
Wolf, No. 2
Blue House, No. 3
Step by Step
Ganton & Company
Going Some
The Revellers
Going Some, No. 2
Dockstader
Havana No. 2
Paradise of Lonamet
Yankee Mandarin
Dick Whittington
Ringmaster
Billy
Belle of Brittany
Boots & Saddles
Leslie Carter
Magdalene

EXHIBIT "B".List of Stars and Principals.

John Mason
William Rosell
Louise Gunning
Mary Mannering
Marie Dressler
Fritzi Scheff
Tom Richards
Olga Stock
Robert Warwick
Frederick Burton
Martin G. Brown
Viola Gillette
George McFarland
Arthur Aldrich
Jay Soley
Lucille La Verne
Doris Keane
Eugene Cowles
Helen Brodye
Mildred Elaine
Felix Edwards
Christine Neilson
Fay Templeton
Frank Kinney
George Graham
Sam Bernard

EXHIBIT "C".

(Contracts with Authors and Composers giving the title of the play and the name of the person with whom contract is made).

NA M E S O F P L A Y SA U T H O R S .

Destiny	Henry Irving Dodge
The Missing Ring	Owen Davis
Vivian	Brandon Tynan
The Lottery Man	Rida Johnson Young
Ann Loyd	Wm. Harten and Harper Bros.
Nineteen's Wedding	Julius Horst and Baron Thiel
The Glass House	Charlotte Thompson
A Wedding Day	Jessie Trimball
The Cash Intrigue	Robb, Merrill & Co., and Ed. E. Rose
The Idol of Long Kong	Ed. Madden and Lou Hirsch
Dick Whittington	Theatre Royal, Drury Lane, W. A. Faulton
The Unfinished Sentence	Gerald Stuart
The Glass Flowers	Leonard Leickling and J. P. Sousa
The Prince of Morocco	E. Schlack and E. Manfred
The Watcher	Cora Griffin or Cora Wynard
King of Madonia	Fred. Longdale and Adrian Foss, Sidney Jones and J. P. Kerr.
Billy	George Cameron
Man Who Had Been Blind	H. G. Fiske
Cousin Lobby	Mark Swan, Reno Johnson, F. Wagner & C. Willocker
The Law Breakers	Rose M. O'Neill
The City	Clyde Fitch
Havana	Geo. Grossmith, Jr., Graham Hill, Leslie Stuart and Adrian Foss
Alan's World	Rachel Porters
Lieskecht	Valentine Sobolewsky and W. Walentow
Ber Liecesalter	Robt. Bodaksky and Fr. Grunbaum, C. H. Zeiner and Matt Woodward
Wireless Telegraphy	C. Friedman and E. Lunser
Gluckenarr	A. L. Willner, A. Landesberg, E. Berte
Schone Gardist	" " "
Georgia	E. Von Schontag
Modern Marriage	E. Borino, P. Weil and E. Rhodes
The House Trap	Alex Engel, Julius Horst, C. G. Lennox
The Barefoot Dancer	A. Reichart, Felix Alvini and M. Woodward
The Prima Ballerina	C. Schwartz and Max Reiman
The House of Cards	D. A. Root
Daniel Traxton	A. J. Eddy
The Secret Woman	A. Rugeles and Morris Burr
Step by Step	L. Mitchell
Durchlacht Radeischen	F. Hollander and J. Freund
The Entering Wedge	A. Tassin
Dixon's Daughter	A. J. Vermilye

<u>NAMES OF PLAYS</u>	<u>AUTHORS.</u>
The Narrow Path	J. Montague
Lulu's husbands	. Souli and G. Buchanan
One of the Boys	R. J. Young and Wm. Schroeder
High Life in Jail	L. E. Shipman and Ren Schields
A Persian Princess	L. Bantock, J. P. Barrow, F. Greenbank and Marie Horne
The Belle of Brittany	P. Greencank, M. Wallot and Marie Horne, J. P. Barrow and L. Bantock.
The Head of the Firm	L. Faber
Leine Kleinsie	Alex Engel and Julius Horst
The Digger	Ed. B. Sheldon
No name given	Langdon Mitchell
The Dirigible Airship	F. Morini and Ernest Baum
The Truants	W. T. Coleby
The Transformation	Rupert Hughes
Die Juxheirat	E. Lederer, M. Herrman and P. Lehar
The Feud	. C. Colwell
The Miss Gower	H. B. Brunner
Cheyenne	Lattie Keene
Die Schutzengelerei	Leo. Stein, Carl Lindau and Ed. Eysler
The Protege	Alex Engel, Aug. Leichter and Lee Arthur
Der Forster Karstl	. Lederer and H. Leichling
Madame Troubadour	Heilmac and Halevey, H. Pohl, G. Mentach and Felix Alcini
Mur 'em Traud	G. Schmidt
Das Himmelstett	Wagner, M. Reichert and P. Lehar
Der Schatzmeister	Alex Engel, J. Horst and G. H. Zeinrer
The Revolutionary Marriage	S. Michaelis and G. S. Szinney
Lein Sueden Register	F. Friedman-Frederick and L. Mitchell
Der blaue Fluß	Alex. Engel, J. Horst and C. Kapeller
Dear Little Denmark	Paul Fakens
Papa's oma	Stobitzer, F. Friedman and Frederick
Gelbstein	Wolburg and Kurzinsky
Reputation	James F. Coker
The Builders	Marion Marshall
Society and Bull Dog	F. Armstrong
La Raïle	Henri Bernstein
Business Woman	Sam Shipman
The Dreamers	Laura Hall
The Family	Robert Davies
Billiken Act	E. H. Fitzhugh
The Hawk	Lee Arthur
Love and Hate	Louis Lehar
Heart of Rosita	Katherine Stewart, Lee Herbert and M. Swan
Man with Three Wives	H. B. Smith, Paul Potter, Julius Laer, Franz Lehar
Duke's Understudy	Mark Swan, Ben Jerome and Ed. Madden

NAMES OF PLAYS

Trilby
 Keeping Up Appearances
 The Lighters
 Mascierte Venus
 Thousand Dollars
 Der Sterndeuter
 Mein Gehart Helene
 Die Millionenbrant
 Mean
 A Friend of Jacks
 Der Rodelsigner
 Homeward Bound
 Shadows
 Die Kinder
 As a Man Thinks
 Der Ledige Gotte
 The End of Eustace Ede
 The Trail of Lonesome Pine
 The Violet Window
 Next
 Die Diebeskule
 Princess Priscilla's Port-
 right
 Sarah

AUTHORS.

Victor Herbert
 W. Everport
 A. F. Ternane and Williard Booth
 Hans Dickolz
 Marczag, Wollner, Verlay and Vertmeo
 Rud. Schanzer and Rob. Leonard
 Eberhard Luckner
 H. Berte
 Charles Cassman and Alex Stefanides
 Von Cassard & Gustav Luhrs
 Leo Kastner and Jos. Snaga
 Fred. Burton and Eugene Walters
 A. J. Eddy
 J. E. Goodman
 Augustus Thomas
 Grunbaum, Reichart & Wanda
 Geo. Bancroft and Geo. Fleydell
 The Trail Co.
 Dorothy Baxter
 Rida J. Young
 Robert Ford, Zeebach and Mrs.
 Morolanyi
 J. C. Knoelanch
 Douglas Murray

Schedule "C."

STOCK HOLDINGS OF THE THEATRICAL COMPANY.

1. Alhambra Theatre Company. Organized under the laws of Washington; \$20,000 capital. The Theatrical Company and one John Cort own 50 per cent.

2. William A. Brady, Ltd. Incorporated under the laws of New Jersey, with an authorized capital of \$1,000,000. The Theatrical Company has paid in \$8,875, up to July 1, 1911.

3. Comstock's Amusement Company. The Theatrical Company owns all the stock.

4. Sam S. Shubert Booking Agency. Organized under the laws of New Jersey, with an authorized capital of \$50,000. The Theatrical Company owns all the stock.

5. Western Theatres, Ltd. Organized under the laws of Maine. Capital \$10,000. Theatrical Company owns 50 per cent.

6. Independent Producing Company. Organized under the laws of New York. Theatrical Company owns 33 1-3 per cent.

7. New York Broadway Theatre Company. Incorporated under the laws of New York. Capital \$30,000. Theatrical Company owns 33 1-3 per cent.

8. Shubert Anderson Company. Incorporated under the laws of New York. Capital \$100,000. Theatrical Company owns one-half.

9. United States Amusement Company. Incorporated under the laws of New Jersey. In process of dissolution. \$10,000, probably distributable to the Theatrical Company.

10. Washington Theatre Company. Incorporated under the laws of Delaware. Operates the Belasco The-

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atre, Washington. Capital \$2,000. Theatrical Company owns 50 per cent.

11. Wilbur Shubert Theatre Company. Incorporated under the laws of New York. Capital \$100,000. Theatrical Company owns 50 per cent. Operates the Majestic Theatre, Boston, and the Majestic Theatre, New York.

12. Fields Producing Company. Organized under the laws of New York. Capital \$10,000. Theatrical Company owns 50 per cent.

13. Entertainments, Ltd. Incorporated under the laws of Canada, with an authorized share capital of \$10,000. The Theatrical Company owns 50 per cent. Operates the Princess Theatre in the city of Montreal and the Royal Alexandria Theatre in the city of Toronto.

14. "Joseph," Importers, New York City. Incorporated under the laws of New York. The Theatrical Company owns \$11,250 par value of stock.

Schedule "D."**LIST OF LEASES OWNED BY THEATRICAL COMPANY AND
SUBSIDIARIES.**

- (1) ALHAMBRA THEATRE, SEATTLE, WASHINGTON.
The Alhambra Theatre Company (capital \$10,000) holds the lease. Rental \$50,000 for the first five years and \$60,000 for the second five years. Theatrical Company holds by assignment from J. J. Shubert, 50% of the stock, half of which is owned by John Cort.
- (2) ACADEMY OF MUSIC, SAGINAW, MICHIGAN.
Leased to Theatrical Company for a period of five years from July 1st, 1910. Rental \$3,600 per year. Moses Reis has fifty per cent. interest.
- (3) MAJESTIC THEATRE, PORT HURON, MICHIGAN.
Leased to Theatrical Company for a period of five years from July 1st, 1911. Rental \$3,400 per year. Moses Reis has fifty per cent interest.
- (4) COLONIAL THEATRE, CLEVELAND, OHIO.
Leased to Theatrical Company for ten years from February 1st, 1904 at a rental of \$14,000 per annum. Comstocks Amusement Company has a fifty per cent interest.
- (5) LYRIC THEATRE, CINCINNATI, OHIO.
Booking agreement for five years from September, 1911. Rental \$27,500 per year. Theatrical Company owns 50%, of which ten per cent. is reserved as against contested claims of one Edward B. Kinsilla.
- (6) MAJESTIC THEATRE, FINLAY, OHIO.
Leased to Theatrical Company for five years from February 1st, 1904, at a rental of \$27,500 for the entire term. Moses Reis owns 50% interest.

- (7) **GRAND THEATRE** (now known as Shubert's),
COLUMBUS, OHIO.
Leased for ten years from September 1st, 1907.
Rental \$10,000 per annum. Has been sub-
leased to the Columbia Amusement Company
at a slight profit.
- (8) **COLONIAL THEATRE**, COLUMBUS, OHIO.
Leased to Theatrical Company for five years
from September 1st, 1910. Rental \$11,000
per year.
- (9) **ALBERT THEATRE**, CHATTANOOGA, TENNESSEE.
Six years from September 1st, 1910. Rental
\$4,500 per year for the first five years and
\$5,500 per year for the second five years. The
lessees are Theatrical Co., Clarence Weis
and Albert Weis. Theatrical Company owns
50%.
The "Associated Theatres", a Delaware cor-
poration is about to acquire said entire lease-
hold interest, together with the leasehold of
the Weis Theatre in the City of Chattanooga,
in consideration of the issue to the Theatrical
Company and Messrs. C. and A. Weis of
50% of its capital stock, the remaining (50%)
being issued to the owner of the Weis Thea-
tre.
- (10) **NEW THEATRE**, DENVER, COLORADO.
In course of construction to be called the Shu-
bert Theatre.
The Theatrical Company has an arrangement
by which the profits of the Broadway and
Tabor Grand Theatres in Denver are pooled
and fifty per cent. of these profits paid to the
Theatrical Company. When completed the
New Theatre will form a part of this pooling
arrangement.
Arrangements are being perfected for the ac-
quisition by a corporation to be organized
of all rights under the existing lease to this

theatre held by the Theatrical Company, together with the leasehold interest in the Broadway and Tabor Grand Theatres in the City of Denver, in consideration of the issue by the new company of its securities; the Theatrical Company to receive 50% or such proportion as may be arranged between the Theatrical Company and the organizers of the new company.

- (11) MARY ANDERSON THEATRE, LOUISVILLE, KY.
Leased to Lee Shubert and assigned to Theatrical Company. Term twenty years from May 1st, 1907; rental approximately \$11,000 per year. Has been sub-leased by the Theatrical Company to the Ziegler-Anderson Company at an annual profit of \$2,000 for the term of the lease.
- (12) GRAND OPERA HOUSE, ATLANTA AND MACON, GEORGIA.
Term ten years from September 1st, 1910, rental \$25,000 per year for the first two years and \$30,000 per year for the remaining eight years. Lessee Theatrical Company.
- (13) PROVIDENCE OPERA HOUSE, PROVIDENCE, R. I.
Rental \$12,750 per year for ten years from September 10, 1906. Theatrical Company, lessee. Felix Wendelschafer has 50% interest.
- (14) HERALD SQUARE THEATRE, NEW YORK CITY.
Two years from May 1st, 1910, at \$55,000. Leased to Theatrical Company jointly with others.
- (15) HARMANUS BLEECKER HALL, ALBANY, N. Y.
F. Ray Comstock, lessee. Term five years from July 1st, 1909. Rental \$15,000 per annum. Theatrical Company owns fifty per cent.
- (16) MANHATTAN OPERA HOUSE, NEW YORK CITY.
Term five years from September 1st, 1911, rental \$65,000 per annum. Theatrical Company, lessee. F. Ray Comstock and associates own fifty per cent.
- (17) TRICK THEATRE Buffalo, N. Y.
Date June 20, 1910. Term ten years

- first three years and \$16,000 per annum for the remaining seven years. Theatrical Company is the lessee.
- (18) **LYCEUM THEATRE,** ITHACA, N. Y.
Theatrical Company lessee; term ten years from September, 1910, rental \$8,000 per annum. Moses Reis owns 50%.
- (19) **COLONIAL THEATRE,** GLENS FALLS, N. Y.
Term ten years from August 1st, 1910. Theatrical Company lessee; rental approximately \$5,000 per annum. M. Reis owns 50%.
- (20) **SHUBERT THEATRE,** BROOKLYN, N. Y.
Term twenty-one years from October 1st, 1910, at \$55,000 per annum. Theatrical Company lessee. Lew M. Fields owns 25% interest.
- (21) **DALY'S THEATRE,** NEW YORK CITY.
Term ten years from May 1st, 1907; rental \$40,000 per annum and taxes. Theatrical Company lessee. Daniel V. Arthur has a one-third interest in profits.
- (22) **WEST END THEATRE,** NEW YORK CITY.
Lease dated June 30, 1908, expires July 1st, 1913. Shubert Theatrical Company pays rent and other expenses; profits divided 50% to Stair & Wilbur, 50% to Theatrical Company.
- (23) **SHUBERT THEATRE,** KANSAS CITY, Mo.
Theatrical Company lessee, term twenty years from September 1st, 1906, rental \$20,000 per annum, of which ten per cent has been reserved as against the contested claims of one Edward B. Kinsilla.
- (24) **TOOTLE THEATRE,** ST. JOSEPH, Mo.
Term from January 1st, 1911, to June 1st, 1916; \$8,000 per annum, subject to old interest in John Cort.
- (25) **BIJOU THEATRE,** BROOKLYN, N. Y.
Term September 1st, 1909, to November 12, 1913; rental \$20,000 per annum. Theatrical

- Company lessee; sub-leased to Corse Payton at an advance of \$3,000 per annum in which Theatrical Company has one-half interest.
- (26) SHUBERT THEATRE, UTICA, N. Y.
Term twenty years from September, 1906; rental \$10,000 per annum. Theatrical Company lessee.
- (27) SHUBERT THEATRE, ST. PAUL, MINN.
Term from July 15th, 1910, to October 1st, 1919, rental \$12,500 per annum. Theatrical Company lessee. Has been sub-leased to burlesque company.
- (28) LYRIC THEATRE, MINNEAPOLIS, MINN.
From August 2nd, 1909, to August 2nd, 1919, at a rental of \$14,000 per year for the first five years and \$16,000 per year for the second five years (also extra charges aggregating \$1,320 per annum).
- (29) ADELPHI THEATRE, PHILADELPHIA, PA.
Term seven years from September 1st, 1907, rental \$25,000 per annum.
- (30) NESBITT THEATRE, WILKESBARRE, PA.
Term ten years and three months from August 1st, 1909; rental \$6,000 per annum; additional rent \$5,000. Theatrical Company lessee; has assigned lease.
- (31) GRAND OPERA HOUSE, WILKESBARRE, PA.
From August 1st, 1909, to September, 1919; rental \$6,600 per annum; additional rent \$5,000. Theatrical Company lessee.
- (32) ALVIN THEATRE, PITTSBURG, PA.
Harry Davis Enterprises. Theatrical Company owns 50%; rental \$50,000 per annum. Term to April 24th, 1918.
- (33) MAJESTIC THEATRE, NEW YORK CITY.
Ten years from October 1st, 1911, Willbur Shubert Co. lessee; rental \$25,000 per annum. Theatrical Company owns 50%.

- (34) **MAJESTIC THEATRE,** BOSTON, MASS.
 Fourteen years from February 4th, 1904; rental \$31,000 per annum, Wilbur-Shubert Theatrical Company lessee. Theatrical Company owns 50%.
- (35) **AUDITORIUM THEATRE,** DES MOINES, IOWA.
 Term five years from September 1st, 1909; rental \$4,000 per year. Theatrical Company lessee.
- (36) **SHUBERT THEATRE,** MINNEAPOLIS, MINN.
 Term twenty years from September 1st, 1909; rental first eight years \$13,000 per annum and last twelve years \$20,000 per annum. Theatrical Company lessee.
- (37) **SHUBERT THEATRE,** PROVIDENCE, R. I.
 Rental \$12,750 and upwards. Term from July 1st, 1908, to June 30, 1913. Theatrical Company lessee. Lease assigned to Empire Circuit Co. at an advanced rental.
- (38) **SHUBERT THEATRE,** ROCHESTER, N. Y.
 Term expires December 4th, 1917; option of renewal for five years. Rent to December 15th, 1912, \$11,500 per annum. Thereafter \$15,000 per annum. F. Ray Comstock owns 50%.
- (39) **CHATTERTON OPERA HOUSE,** SPRINGFIELD, ILL.
 Term five years from October 1st, 1909, rental \$27,500 for full term. F. Ray Comstock lessee, Shubert Theatrical Company owns 50%.
- (40) **ABLE OPERA HOUSE,** EASTON, PA.
 Term five years from September 1st, 1909, \$6,500 per annum. F. Ray Comstock lessee. Theatrical Company owns 50%.
- (41) **ILLINOIS THEATRE,** URBANA, ILL.
 Four years from October 1st, 1909, \$15,200 for the full term. F. Ray Comstock owns 50%.

- (42) AUDITORIUM THEATRE, TOLEDO, OHIO.
Term for five years, commencing August 1, 1909; rental \$4,000 per annum; F. Ray Comstock, lessee; Theatrical Company owns 50%.
- (43) CHAFFERTON OPERA HOUSE, DANVILLE, ILL.
Term five years from October 1st, 1909; rental for the term \$12,500. Theatrical Company owns 50%.
- (44) VAN CUYLER OPERA HOUSE, SCHENECTADY, N. Y.
Term ten years from July 1st, 1909; rental \$15,000 per annum; F. Ray Comstock lessee. Theatrical Company owns 50%.
- (45) BROADWAY THEATRE, NEW YORK CITY.
New York Broadway Theatre Company lessee.
Term expires September 1st, 1914; rental \$45,000 per annum. Lew Fields, Felix Isman and Theatrical Company each own one-third.
- (46) NEW YORK HIPPODROME, NEW YORK CITY.
Shubert-Anderson Company lessee; rental \$100,000 per annum. Theatrical Company owns fifty per cent.
- (47) AUDITORIUM THEATRE, BALTIMORE, MD.
Term five years, expiring May 1st, 1914, rental \$15,000 and 50% of the profits. Theatrical Company lessee.
- (48) ALHAMBRA THEATRE, MILWAUKEE, WIS.
A hooking arrangement. Term expires August 13, 1914. Theatrical Company gets 25% of the profits without any liability for loss.
- (49) AUDITORIUM THEATRE, LOS ANGELES, CAL.
Term expires August 1st, 1911, rental \$21,000. Theatrical Company owns 50% interest.
- (50) BELASCO THEATRE, WASHINGTON, D. C.
Owned by Sam S. Shubert Amusement Company and David Belasco; operated by Washington Theatre Company, incorporated under Laws of Delaware, with a capital of \$2,000. Fifty

- per cent. of the stock owned by Theatrical Company, fifty per cent. by David Belasco.
- (51) **BOYD THEATRE,** OMAHA, NEBRASKA.
Term expires August 31st, 1921, rental \$18,000.
Theatrical Company lessee.
- (52) **DAPHNE THEATRE,** NEW ORLEANS, LA.
Term expires September 1st, 1911, rental \$15,000. The Theatrical Company has one-third interest with Albert Weis and Henry Greenwall.
- (53) **DANVILLE THEATRE,** DANVILLE, ILL.
Term expires August 31st, 1914, rental \$2,500.
F. Ray Comstock lessee, Theatrical Company owns 50%.
- (54) **GARRICK THEATRE,** DETROIT, MICHIGAN.
Term expires August 1st, 1914, rental \$17,500.
Theatrical Company owns forty per cent. interest under contract.
- (55) **LYRIC THEATRE,** NEW ORLEANS, LA.
Term five years from July 1st, 1907, rental \$14,000 and fifty per cent. of the profits. Theatrical Company lessee.
- (56) **MASONIC TEMPLE,** LOUISVILLE, KY.
Term expires July 1st, 1920, rental \$10,000 per annum for the first three years, \$10,500 per annum for the fourth and fifth years, \$11,000 per annum for the balance of the term. F. Ray Comstock lessee, Theatrical Company owns fifty per cent.
- (57) **NEW THEATRE,** SAN FRANCISCO, CAL.
Agreement for the construction of theatre. William A. Brady to take one-third or one-half interest when the building is built.
- (58) **O'BRIEN OPERA HOUSE,** BIRMINGHAM, ALA.
Term expires August 31st, 1911, rental \$2,750.
Theatrical Company owns fifty per cent. interest.

- (59) PRINCESS THEATRE, MONTREAL, CANADA.
Entertainments, Ltd., lessee. Term expires August 15, 1914, rental \$22,500. Theatrical Company owns fifty per cent.
- (60) ROYAL ALEXANDRIA THEATRE, TORONTO, CANADA.
Entertainments, Ltd., lessee, rental \$20,000. term expires May 1st, 1913. Theatrical Company owns fifty per cent.
- (61) SHUBERT-MURAT THEATRE, INDIANAPOLIS, IND.
Term expires January 1st, 1926, rental \$12,000. per annum for the first five years; \$15,000 per annum for the second five years. Theatrical Company lessee.
- (62) SHUBERT THEATRE, NEWARK, N. J.
Theatrical Company has booking agreement for one-third of profits. Theatre in course of construction.
- (63) GLOBE THEATRE, CHICAGO, ILL.
Stair & Havlin lessees. Theatrical Company has a one-fifth interest.
- (64) PRINCESS THEATRE, CHICAGO, ILL.
Term expires August 1st, 1913. Herman Fehr, owner, receives twenty-five per cent of the profits. Theatrical Company, F. R. Comstock and William A. Brady each receive 25% of the profits. The Theatrical Company with Comstock & Brady shares the total losses each in the proportion of 33 1-3%. Comstock owns twenty-five per cent. of stock and William A. Brady twenty-five per cent. The lease calls for twenty-five per cent. of the profits to be paid to Herman Fehr, Landlord.
- (65) LYRIC THEATRE, CHICAGO, ILL.
Term expires August 31st, 1913. Rental . . . Theatrical Company has contract with E. D. Stair whereby it pays \$48,000 rental. The Theatrical Company is then entitled to the first \$18,000 of profit. F. Ray Comstock owns one-half of Theatrical Com-

pany's 50% interest, E. D. Stair owning the remaining 50%.

- (66) **SHUBERT THEATRE,** St. Louis, Mo.
Term fifteen years from November 1st, 1910;
annual rental \$26,000 for the first five years;
\$26,500 for the second five years; \$27,000
for the last five years. E. Ray Comstock
has a 50% interest.
- (67) **NAZIMOVA THEATRE,** New York City.
Term expires April 18, 1920. Rental \$36,000
per annum and the payment of taxes and in-
surance.
- (68) **SHUBERT THEATRE,** Boston, Mass.
Term expires January 1st, 1920. Rental \$36,
000 per annum and the payment of taxes and
insurance.

Also various pieces of realty in the West subject to payments being made in accordance with an agreement made August 1st, 1910, between W. E. Blake and Willie M. Chamberlin, Executors of Frank W. Chamberlin, deceased, Jacob J. Shubert, John Cort and Forman Brothers Banking Company of Chicago.

Appendix E: Standard Performer Contracts (Source: Shubert Archives)

AGREEMENT

THIS AGREEMENT made this 11 day of July 1941, by and between Shubert Theatrical Co. Manager, party of the first part, and [redacted] party of the second part. WITNESSETH:

FIRST: That the said 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 also in consideration of the sum of One Dollar to be in hand paid, as an advance of salary, the receipt whereof is hereby acknowledged (which amount it is agreed shall be deducted at the first week of this engagement), has engaged and hereby does engage and bind himself unto the party of the first part to perform and act for the said party of the first part, and at such places and theatres in the United States of America and Canada as the party of the first part shall or may direct or require, for a season of [redacted] commencing on the day of the first public performance of the play entitled [redacted], which shall, however, be on or about [redacted] day of [redacted] 19[redacted], hereby relinquishing all claims of whatsoever nature to compensation or salary, if said services shall not be rendered by the said party of the second part, and likewise if the said play shall be abandoned by the party of the first part, or if said play shall not be produced.

SECOND: It is further contracted and agreed by, and between the parties to this instrument, that the party of the second part is to render services satisfactory to the party of the first part in all business that may, by the management of the party of the first part, be required of him during said term, to the best of his skill and power, and at his or her own expense, properly and satisfactorily dress all parts, also furnish all shoes, stockings, gloves and tights, he or she may be required to wear at rehearsals and at performances nightly, and at the matinees usual to the Theatre in which performances take place in each week and on holidays, or unless the party of the first part shall otherwise determine; and the said party of the second part hereby covenants and agrees not to act, dance or perform in any manner or capacity for any other person or at any other place or Theatre than for the benefit of the said party of the first part, either continuously or for hire or profit at any other place within the United States of America from the date of the signing of this contract until the end of it; and in case the said party of the second part shall perform or attempt to perform or violate this agreement or covenant, the said party of the first part shall have the right by injunction or other legal process to restrain the said party of the second part from so performing. Said party of the second part hereby admitting that his or her services to be performed under this contract are unique and cannot satisfactorily be performed by another.

And it is further contracted and agreed by and between the parties to this instrument that in case the services so rendered by the party of the second part shall not, in the estimation of the party of the first part, be satisfactorily rendered, the party of the first part may then cancel this contract and release himself from the terms thereof. This to refer to rehearsals as well as to any performances.

THIRD: And it is further contracted and agreed by the parties to this instrument that the term "season," as used herein, shall mean the time fixed by the party of the first part for the commencement and end of the performances given by the said party of the first part; and it is further agreed that the said party of the first part shall have the lawful right to determine when the season shall begin and terminate, and in order to close the season the said party of the first part shall, however, two days in advance of such termination, by notice in writing, notify the party of the second part of his intention to end and close the season, and that such written notice, after the expiration of said two days, shall have the effect of dissolving this contract, and freeing all the parties therein from the obligations thereof. A written notice on the call board at the Theatre wherein the party of the first part is playing at said time shall be a sufficient notification hereunder. But if the engagement hereunder is for the run of the piece, then no notice of termination need be given, but the parties hereto shall be freed from all obligations hereunder on the conclusion of such run.

FOURTH: And it is further contracted and agreed by and between the parties to this instrument, that in the event of any delay in traveling, preventing a performance being given by the party of the first part, then, that for such time so occupied in such traveling or delay, said party of the second part hereby agrees not to exact, receive or charge the party of the first part any sum of money or demand any compensation which he would otherwise have received if a performance had taken place during said period.

FIFTH: It is further agreed by and between the parties hereto, that the party of the first part shall pay the party of the second part for said services so to be rendered as aforementioned, for each and every week when the same shall have been rendered to the satisfaction of the party of the first part herein, the sum of

[Handwritten signature]

and traveling expenses (viz. railroad fares, first-class day coaches and transportation of baggage up to a weight not exceeding one hundred and fifty pounds), always reserving to himself the right to withhold the amount of fines or forfeits to be imposed or made in consequence of infringements of the rules and regulations of the party of the first part; railroad fares and transportation of baggage to be paid only from the point where said party of the first part shall give the first public performance of the season, to the point or place where the said party of the first part shall give last public performance of the season, it being always understood that the said fares shall be paid when the party of the second part shall regularly travel with the party of the first part. It being distinctly understood that the amount of compensation to be made to the said party of the second part has been arrived at by including an additional consideration for the privilege on the part of the said party of the first part to cancel this agreement and any notice or notices to the said party of the second part from the said party of the first part may be given personally, by mail, addressed to the last known place of residence or sojourn of the said party of the second part, or left in the usual place provided in the Theatre for the deposit of letters addressed to party of the second part, or upon the call board of the Theatre. The period of time shall be computed from the date of giving or sending of said notice.

(Continued on Next Page)

SIXTH: It is further agreed between the parties hereto, that the party of the second part, for and in consideration of the sum of One Dollar, of the engagement herein, and the payments hereinbefore made, expressly releases, remises, discharges and acquits the party of the first part from all suits, claims or damages from loss, or damage of, or to baggage, costumes, or property of the party of the second part, or from accidents by rail or water or injuries sustained by the party of the second part, to his person or property whether playing in theatres or traveling or whilst in the employ of the party of the first part, either through the acts of the party of the first part, his agents, workmen or servants, or from losses inflicted by any other person, or in any other manner whatsoever whilst in the employ of the party of the first part and it is expressly agreed that this covenant shall act as, and be a release from, and act as a bar to any suits brought to recover damages for injury to the person or property of the party of the second part, his executors, administrators or assigns, against the party of the first part.

SEVENTH: It is further agreed by and between the parties hereto, that the party of the first part reserves the right temporarily, to close the season for the week preceding a Presidential election, the week preceding Christmas, the last week of Lent (Holy Week), or any part of those weeks, or at any time during the season, for which time no salary will be paid. Should the party of the first part play the week preceding the Presidential election, the week before Christmas, the last week in Lent (Holy Week) or any part of those weeks, then the party of the second part hereby agrees to accept a sum equal to one-half of the salary before mentioned for such time played.

EIGHTH: It is further agreed between the parties hereto, that the party of the second part will take the best possible care of the costumes loaned to him by the party of the first part, and to return the same at the end of this engagement to the party of the first part, in as good order and condition as when received, reasonable wear excepted.

NINTH: It is further agreed between the parties hereto that the said party of the second part will, without compensation, attend all rehearsals called by the party of the first part or his representatives, and be promptly on hand at all depots and boat landings at time of departure of trains or boats, and travel with the party of the first part by such routes and conveyances as said party of the first part may direct.

TENTH: It is agreed and understood by both parties hereto that the number of performances to be given each week shall be according to the custom of such places of amusement in which the party of the first part may require the party of the second part to appear, and also to give performances on holidays if required by the party of the first part.

ELEVENTH: It is further agreed that should this contract be cancelled by the party of the first part at any time before the expiration thereof, then the party of the first part agrees to pay the railroad fare of the party of the second part to New York City, if said party of the second part is performing outside of the City of New York at the time.

TWELFTH: It is further agreed that should the party of the second part cancel this contract, then the party of the second part shall pay to the party of the first part all railroad fares and other necessary expenses incurred by the party of the first part in obtaining a successor to the party of the second part through such cancellation.

THIRTEENTH: It is further expressly understood and agreed by and between the parties hereto, that the party of the second part shall, and will, abide by all the rules and regulations of each and every Theatre wherein the said party of the second part shall be playing, and it is expressly understood and agreed that for a breach of said rules or regulations by the party of the second part, he shall be subject to immediate dismissal by the party of the first part, and this contract shall thereupon terminate and end.

FOURTEENTH: It is understood and agreed by and between the parties hereto, that should the party of the second part be guilty of an infraction of the rules of the party of the first part, he shall be subject to fines by the stage manager, which fines shall be deducted from the salary of the week during which the forfeiture occurred.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

In the Presence of

[Signature]

 L.S.
Mr & Mrs. John F. Mitchell

 L.S.

Witness:

 Voice _____
 Address _____

This Agreement

In duplicate, entered into this 25th day of

May 1912 between KLAU & ERLANGER parties of the

first part and Ann Swinburne party of the second part
WITNESSETH:

I. the parties of the first part hereby engage the services of the party of the second part as actor & **singer** at a weekly salary of one hundred and fifty dollars, for the season of the play of "The Count Of Luxembourg" to commence on or about the 1st day of September 1912 Subject to two weeks' clause hereinafter mentioned

II. It is agreed that if the performances are given during Holy Week or the week before Christmas, only half salary will be paid for such week or weeks.

III. The party of the second part accepts said engagement and agrees to render her services at such Theatres, Places of Amusement, Opera Houses and Halls, and at such times as may be required, playing the part for which she may be cast in a correct and painstaking manner, paying strict attention to "make up" and the proper dressing of the assigned.

IV. The party of the second part to furnish tight, shoes, wig and modern dress according to instructions.

V. It is mutually agreed that if at any time during this engagement either party desires to annul this contract, it may be so annulled by either party giving to the other two weeks notice in writing of their, his or her intention to do so, without assigning any reason or cause therefor. It is mutually agreed that the compensation herein agreed to be paid to the second party is not only in consideration of the services to be rendered, but also in consideration of the right reserved to the parties of the first part to cancel this agreement as herein provided. Notice, if given, may be either personal, or left in the place provided in the theatre for the deposit of letters addressed to members of the company, or upon the call board, of the theatre, or by mail to the theatre where the company may be performing.

VI. The party of the first part agrees to pay the second party's transportation while the Company is en route and aims to carry her baggage up to two hundred pounds weight. If her baggage exceeds that weight, the first parties to advance the amount to the railroad company, if exacted, but they shall have the right to deduct such advance from the salary of the party of the second part at the end of the week. Transportation does not include Sleeping or Parlor Car Fare, nor expense of carriage hire to and from Hotel, Station or Theatre, this must be borne by the second party.

VII. This engagement depends upon the party of the second part giving to the first parties her exclusive services and obeying all their rules and orders, as well as the orders and directions of their representatives, and being promptly on hand at all rehearsals which the first parties may call, and promptly at railroad stations on the departure of the company and traveling with the company by such routes and conveyances as the first parties may select.

VIII. If for any reason whatsoever the first parties shall be unable to give a performance, or if the second party shall lose any performance because of sickness, or if the company shall be laid off and out play, then and in that event the first parties shall have the right to deduct from the salary of the said second party such a proportionate part for the day or days so lost as the latter bear to the whole week. The right to lay off the company is hereby reserved to the said first parties, at such times as may seem to them advisable, at which times no salary is to be paid.

IX. The parties of the first part hereby reserve the right to make such rules and regulations as they deem proper in the conduct and management of said Company and verbally to communicate the same from time to time, it being always understood that for any insolent treatment of, or disobedience to, the orders of the representative of the parties of the first part, or for a violation of any of the rules, the first parties shall have the right to immediately dismiss the party of the second part, in which event salary shall only be paid hereafter up to the time of discharge.

X. If this contract is cancelled on two weeks' notice by the first parties, they agree to pay the railroad fare of the party of the second part back to New York. If the second party gives the aforesaid notice she agrees to pay the parties of the first part the railroad expenses of her successor to join the Company, as well as her expenses back to New York.

XI. It is mutually agreed and the parties of the first part reserve the right to cancel this agreement at any time before the opening of the Company's season, if they, said first parties, or their representatives shall be dissatisfied with the said second party during rehearsals, and the said first parties shall not be required to assign any reason for cancelling this contract upon the grounds of dissatisfaction. Nothing in this clause contained shall be construed to operate against the other provisions of this agreement if said party of the second part shall open with the company and perform hereunder. Nor is compensation to be paid to the party of the second part for any time that may be consumed at rehearsals, whether such rehearsals be before the opening of the season or during the season.

XII. The parties her to in consideration of said employment and hiring, and of the mutual promises herein contained, agree for their mutual benefit and protection that in the event of any dispute or disagreement in respect to a claim for salary or damages, for alleged wrongful discharge, before a right of action shall accrue, it shall be submitted to arbitration, to ascertain and determine what sum, if any, is due for salary or damages. The arbitrators to be two disinterested persons to be chosen from among persons engaged in the theatrical profession, one by each of the parties hereto, and the two so chosen shall first select a competent, disinterested umpire. The two arbitrators together shall then estimate and fix the amount of salary or damages, if any, and, failing to agree, shall submit the matter to the umpire, and the award in writing of any two shall determine the amount of such salary or damages, the parties hereto shall pay the arbitrators respectively selected by them, who shall bear equally the expense of the arbitration and the umpire.

Should suit be brought before the selection of arbitrators, the party sued may, at any time after suit, and before trial, give notice of his desire for an arbitration, and choose an arbitrator as herein provided. In Witness Whereof, the parties hereto have interchangeably set their hands the day and year first above written.

In presence of

Klau & Erlanger
By *R.D. Thomas*
Ann Swinburne

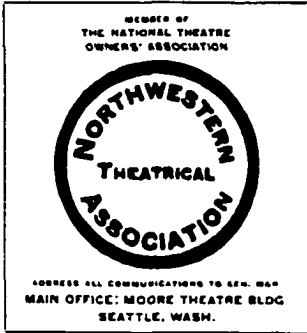
CALVIN HEILIG, President

DICK P. SUTTON, Vice Pres. & Sec.

JOHN CORT, General Manager

REPRESENTING THEATRES IN

- NORTH DAKOTA
- MONTANA
- IDAHO
- WASHINGTON
- OREGON
- CALIFORNIA
- BRITISH COLUMBIA
- ARIZONA
- NEVADA
- NEW MEXICO
- UTAH
- COLORADO
- WYOMING
- SASKATCHEWAN
- ALBERTA



AFFILIATED WITH

- Walker's Operating Circuit
- Harbelle's Inland-Copper & Iron Circuit
- Chamberlain, Harrington & Kimmitt Circuit
- Wells Southern Circuit
- M. Katz Circuit
- J. J. Coleman's Circuit
- O. S. Hathaway's Circuit
- W. B. Sherman's Saskatoon and Alberta Circuit
- Crawford, Phibby & Zehring Circuit
- Albert Wahl's Texas Circuit
- Jan. Wingebell's Central States Circuit
- D. A. Nelson's North Carolina and Virginia Circuit
- Eastern Theatre Managers Assn. Circuit
- Peter McCourt's Silver Circuit

SOUTHERN DIVISION
F. A. GIBSON, Manager, COXY THEATRE BLDG
SAN FRANCISCO, CAL.

NEW YORK OFFICE
E. V. GIBSON, MAN., 807-11 LONG ACRES BLDG.
1475 BROADWAY

NORTHERN DIVISION
GEO. T. MOORE, Manager, MOORE THEATRE BLDG.
SEATTLE, WASH.

New York Dec. 12th, 1913.

Messrs. Klu and Erlanger,
214 West 42nd Street,
New York City.

Gentlemen:-

Herewith enclose contracts signed for 1914-1915

as follows:-

Billings	Jan. 19
Butte	" 20
Amaconda	" 21
Great Falls	" 22
Helena	" 23
Missoula	" 24
Spokane	" 25-26
Walla Walla	" 27
North Yakima	" 28
Ellensburg	" 29
Everett	" 30
Tacoma	Feb. 16-17
Aberdeen	" 18
Portland	" 19-2021

Yours truly,

"FAST MAIL"
Season 1906-7

Dickinson	Jan	11	
Miles City		10	
Billings		14	
Livingston		15	
Bozeman		16	
Butte		17-18	
Anaconda		19	
Great Falls		21	
Helena		22	
Missoula		23	
Wallace		24	
Wardner		25	
Spokane		26-27	
Lewiston		28	
Moscow		29	
Pullman		30	
Colfax		31	
Dayton	Feb	1	
Walla Walla		2	
North Plains		4	
Wendover		5	
Glynn		6	
Hoquiam		7	
Meriden		8	
Tacoma		9	
Seattle	week	10th S	H
Victoria		18	
Vancouver		19	
Westminster		20	
Bellingham		21	
Everett		22	
Centralia		23	
Portland	week	24th S	H
The Dalles	Mar	4	
Pendleton		5	
LaGrande		6	
Baker City		7	
Weiser		8	
Boise City		9	
Pocatello		10	
Loyan		11	
Brigham		12	
Ogden		13	

Appendix G:

Route Schedule for "The Kiss Waltz" (Source: Shubert Archives)

Text by Robert Bodonky and Fritz Grumbaum. Music by C.M. Ziehrer (in German "Liebeswalzer")

Kiss Waltz

Month	Day	Location
1911/12 season		
Sept	3	Philadelphia
	11	
	20	Cecina, N.Y.C.
	28	
Oct	7	
	15	
	22	
	29	
Nov	5	
	12	
	19	
	26	
Dec	3	Manhattan Opera House N.Y.C.
	10	Shubert Park
	17	Post Office
	24	Chicago
1912		
Jan	7	
	14	
	21	Closed
	28	Closed
Feb	4	Lancaster, Pa. & Columbus
	11	Cleveland
	18	Detroit
	25	Cincinnati
Mar	4	Pittsburgh
	11	Buffalo Rochester Utica
	18	Schenectady Albany Providence
	25	West End Theatre N.Y.C.
	31	Madison Broadway
1912/13 season		
Aug	31	Onida Syracuse Rochester
Sept	7	Saratoga
	14	Montreal
	21	Ottawa Kingston London Hamilton
	28	N. York, Erie, Elgin & Wayne, S. Hart, Granville
Oct	5	St. Louis
	12	
	19	Kansas City
	26	Denver
Nov	3	Victor, C. Spring, Pueblo, Greeley, Clayton, Lawrence
	10	Orlando St. Louis City

Appendix H: Booked Theatre Contracts (Source: Shubert Archives)

Shubert Theatrical Company

Executive Offices, Broadway and 39th Streets
NEW YORK CITY

CONTRACT

This Agreement made and entered into this 24th day of January A. D. 1909

by and between Shubert Theatrical Company
Working Directors
James F. Hackett
Hackett Theatre, New York
The A. Brady
Grace George & Company

Witnesseth: That the parties of the first part agree to furnish for the purpose hereinafter named and

Hackett Theatre, except the Manager's Box, well lighted, warmed and dressed, with the scenery and equipments contained therein, necessary stage hands, under direction house carpenter, which includes all necessary cleaners, and sufficient help of all kind necessary to handle said production, and which includes property men and his assistant, electrician and his assistant, postmen, and sufficient help to take in upon arrival and remove money and baggage from theatre after performance on week days, ushers, ticket-sellers, bookkeepers, regular orchestra, pass on stage if required, chorus and regular tickets, house programs, all houses full seats, six percent and legitimate and regular newspaper advertisement for a period beginning Monday day Feb'y 15th 1909

and ending sixteenth day April 1909, and for a further period hereinafter provided for regular evening and usual and holiday

The party of the second part, for and in consideration of the dollar in his hand paid, the receipt of which is hereby acknowledged, and for a further consideration hereinafter named, agrees to furnish

in a woman's way complete scenic production, and everything necessary to the performance contemplated by this contract, but heretofore agreed to be furnished by the parties of the first part, and to give said performance in a proper and creditable manner, with complete cast of characters, ballet and extras, and all costumes for the same, also to furnish all portable properties and scenery lights required, also to furnish upon and property plots at least two weeks in advance of the engagement, provide the musical parts for orchestra, the legal part of the solution for said performance, and pay authors' fees and remunerations, also to furnish and deliver to the parties of the first part, at least two weeks prior to the beginning of the within named engagement, the following printed matter, property list and detail for advertising said performance, to wit:

complete scenic, pictorial printing, lithographs, photographs and any special devices that may be used by second party in sufficient quantity, and receive in full consideration

thereof fifty percent of the first five thousand dollars weekly, and sixty percent on all over five thousand dollars weekly. It is hereby agreed and understood that the party of the second part guarantees the expenses of the party of the first part, such expenses not to exceed \$2500 weekly. It is further understood and agreed that Grace George & Co., can remain at the Hackett Theatre, beyond April 15th 1909, so long as they guarantee the expenses of the house, not to exceed \$2000 weekly, regardless of the receipts which the said company shall play to.

The receipts of each performance shall be ascertained by the statement of the same at the Box Office, verified by the count of the tickets taken at the doors, and settlement may be made at the end of each performance or at such other times as shall be mutually agreed upon by the parties hereto.

The cost of all extra advertising, which shall be mutually agreed upon for the within engagement, shall be paid pro rata according to the share of each party hereto, as well as all extra musicians carried by the company of the party of the second part, at the regular union scale of training musicians' wages.

It is hereby mutually agreed and understood and in the nature of this contract that attendance playing this term shall severally only in such plays as are approved by the manager of this house, and a violation of this clause shall be considered a violation of the whole contract, at the option of the party of the first part.

The party of the second part further agrees, that without the written consent of the party of the first part he will not allow or authorize, nor let any member of his Company to play, or to be admitted to play or perform at any theatre in the City of New York, N. Y.

During the present season, or prior to the fulfillment of this contract, except an agreement contained in this contract. In case the party of the second part violates this condition he hereby agrees to pay said party of the first part an equivalent, stipulated and agreed damages, and in no wise as a penalty, the sum of One Thousand Dollars. And it is further agreed, that in case the said parties of the first part have any money in their hands belonging to the said second party, they may retain the amount of said agreed damages, and apply the same to the payment thereof.

In the event of the sickness or inability of the principal performer of said combination and its cause any performance shall not be given on that account, it is understood and agreed that the party of the first part shall receive from the party of the second part the actual expenses of the theatre during the term in which any performance shall be given or cause thereof.

In the event of destruction of this theatre by fire, or natural or local calamity, or any injunctive requirement which shall render the fulfillment of this contract, by the parties of the first part impossible they shall not be held legally responsible by the party of the second part for any damages caused thereby.

And the party of the second part further agrees, that every member of the Company shall abide by and conform to the rules and regulations for the government of this theatre during the term of this contract, and that the party of the first part shall be held responsible for any property insured by any member of this Company.

The free admission, if any, except to local press, shall be subject to mutual consideration.

In Witness Whereof, the parties hereto have hereunto set their hands and seals at the City of New York, N. Y. this 24th day of January 1909.

James F. Hackett
The A. Brady

4. B. - If any clause in this contract is objectionable, it should be returned without alteration, with a letter, stating objections. Please do not alter, erase or interline, as it vitiates this contract.

CONTRACT

(Assignment of Contract)

Manager of the Victoria Theatre

parties of the first part, and W. G. Whitney Agent or Manager of

parties of the second part.

WITNESSETH: That the parties of the first part agree to furnish for the purposes hereinafter named the

Victoria Theatre except the Managers Box, well lighted, warmed and

necessary Gips under direction of Arpenter

cleaned, with the necessary and equipments contained therein, regular stage hands, property man and his assistant, gas man, janitors

Percentage of extra Musicians,

ushers, ticket sellers, door-keepers, regular orchestra, coupon and regular tickets, house programmes, all Houses, bill boards, and

Electric Current in house free.

posting and distributing, and regular newspaper advertising for a period One day beginning

28th day, February 1904, and ending 28th

February 1904, inclusive, said engagement comprising One evening and

One matinee performances.

The part of of the second part, for and in consideration of one dollar to him in hand paid, the receipt of which is hereby

acknowledged, and for a further consideration hereinafter named, agrees to furnish W. G. Whitney

completes scenic production, and everything necessary to the performance contemplated by this contract, not heretofore agreed to be furnished by the parties of the first part, and to give said performance in a proper and creditable manner, with complete cast of characters, ballet and opera, and all costumes for the same; also to furnish all perishable properties and calcium lights required; also to furnish scene and property plots at least two weeks in advance of this engagement; provide the musical parts for orchestra, the legal permit of the author for said performances, and the author's fee and remuneration; also to furnish and deliver to the parties of the first part, at least two weeks prior to the beginning of the within named engagement, the following printed matter, properly lined and dated, for advertising said performances, to wit: complete stands, pictorial printing, with top and bottom streamers dated,

(Continued on Next Page)

The receipts of each performance shall be ascertained by the statement of the sale at the Box Office, verified by the count of the tickets taken at the doors, and settlement may be made at the end of each performance or at such other times as shall be mutually agreed upon between the parties hereto.

The cost of all extra advertising, which shall be mutually agreed upon for the within engagement, shall be paid pro rata according to the share of each party hereto.

It is hereby mutually agreed and understood and is the essence of this contract that persons playing this theatre shall advertise only in such papers as are approved by the manager of this house, and a violation of this clause shall be considered a violation of the whole contract.

Victoria

The party of the first part agrees that the employees on the stage of _____ shall assist in taking in and putting out of stage door on week days the baggage, scenery and properties of the party of the second part, but in case of it being necessary to employ any outside assistance for the same, it shall be at the expense of the party of the second part.

The party of the second part further agrees that without the written consent of the party of the first part he will not allow said Combination, Star or Company to play, or to be advertised to play or perform, at any theatre in the City of _____

_____ during the present season, or prior to the fulfillment of this contract, or within four weeks thereafter, except an agreement endorsed on this contract. In case the party of the second part violates this condition he hereby agrees to pay said parties of the first part as liquidated, stipulated and agreed damages, and in no wise as a penalty the sum of One Thousand Dollars. And it is further agreed, that in case the said parties of the first part have any money in their hands belonging to the said second part, they shall retain the amount of said agreed damages, and apply the same to the payment thereof.

In event of the sickness or inability of the principal performer of said combination and in case any performance shall not be given on that account, it is understood and agreed that the party of the first part shall receive from the party of the second part the actual expenses of the theatre during the term in which no performances shall be given by reason thereof.

In the event of destruction of this theatre by fire, or national or local calamity, or any unforeseen occurrence which shall render the fulfillment of this contract by the parties of the first part impossible, they shall not be held legally responsible by the party of the second part for any damages caused thereby.

And the party of the second part further agrees that every member of this Company shall abide by and conform to the rules and discipline for the government of this theatre during the term of this contract, and that he will pay for breakage or damage to property incurred by any member of his Company.

The price during this engagement shall be Twenty-five Cents to One Dollar and Fifty Cents, unless otherwise mutually agreed upon by both parties to this contract.

The free admission, if any, except to local press, shall be subject to mutual understanding.

In Witness Whereof, the parties hereto have set their hands and seals the day and year first above written.

N.B.—If any clause in this contract is objectionable to the party of the second part, it should be returned to the first part in consultation with a letter stating objections. Please do not alter, erase or insert.

Appendix I:
 Listing of Stock Rights from Agent Elisabeth Marbury
 (Source: Shubert Archives)

MISS ELISABETH MARBURY
 REPRESENTING DRAMATISTS
 100 WEST 40th STREET
 NEW YORK

OFFICE OF
 MISS ELISABETH MARBURY
 AGENT

NEW YORK
 LONDON
 PARIS

March 11, 1910

Dear Mr. Shubert:

I am enclosing you a list of proposed quotations for THE WITCHES HOUR in stock. Will you kindly go over these and let me know if you will authorize me to quote the play on these terms or if you have any changes to make will you note those and in any event, will you kindly let me hear from you without delay.

Yours sincerely,

R. Cooper Maguire

TO NOT BE PAID BEFORE
QUOTATIONS ON "THE BITCHING HOUR"

Cambridge, Mass.,	\$150.00	
Chicago,	500.00	
Oak Park, Ill.,	300.00	
Cincinnati,	500.00	
Cleveland,	500.00	
Columbus,	400.00	
Des Moines,	300.00	
Elizabeth, N. J.,	250.00	
Kidara,	200.00	
Kila,	200.00	
Evansston, Ill.,	200.00	
Fitchburg, Mass.,	250.00	
Hoboken,	300.00	
Holyoke,	200.00	
Jamestown,	150.00	
Jersey City,	250.00	
Johnstown,	250.00	
Niagara Falls,	200.00	
New Bedford,	250.00	
New Castle,	150.00	
New Orleans,	300.70	
Oakland,	350.00	
Oklahoma	250.00	
Omaha,	300.00	
Philadelphia,	600.00	
Pittsburg,	450.00	
Providence,	400.00	
St. Paul,	350.00	
Salt Lake City,	300.00	
San Antonio	300.00	
San Diego,	250.00	
San Jose,	150.00	
Spokane,	350.00	
Syracuse,	300.00	
Tacoma,	200.00	
Teledo,	150.00	
Topoka,	200.00	
Troy,	300.00	
Utica,	300.00	
Wahita,	200.00	
Wilmington,	200.00	
Woonsocket,	150.00	

THE VAUGHAN QUOTE
Cleveland 500.00
Rochester " "
Buffalo " "
Detroit " "
Illwaukee " "

Total Bill \$306.70

Appendix J:
I. A. T. S. E. Contract, Local 14, Albany (Source: Shubert Archives)

ALBANY THEATRICAL UNION, LOCAL 14, I. A. T. S. E.
 Affiliated with all the trades unions of the American
 Federation of Labor.

 Do hereby adopt the following terms and scale of wages, to take effect
 the first Monday in September, 1909. This refers to all the
 theatres in the City of Albany.

No employee shall have charge of more than one department. All
 stage hands, flymen and electricians shall be at the theatre one-half
 hour before the curtain raises for the performance and assist in
 setting the stage and setting and striking only the scenes used in
 the play at that time. Regular hands shall report each morning at
 nine o'clock. The scale of wages shall be as follows:

Carpenter or stage manager	- - - - -	\$24.00	per week.
Asst. " " " "	- - - - -	16.00	" "
Property man	- - - - -	18.00	" "
Electrician	- - - - -	17.00	" "
Asst. " "	- - - - -	16.00	" "
Flyman	- - - - -	16.00	" "

The scale of wages for extra stage hands, day work, thirty cents
 per hour, or fractional part thereof.

Extra union men, \$1.50 a performance, or \$16.00 per week, to
 report the same as regular men. Operator, \$1.00 a performance.

All employees shall ~~assist~~ receive double time for Sunday work.

All extra men shall assist the regular men in putting out the
 scenery and effects of the show after the performance without extra
 charge. The business agent of the local union shall have the right
 to go on the stage at all times except during and one-half hour before
 the performance.

-2-

The managers of the theatres of Albany shall keep a crew of not less than three men, namely, carpenter, property man and electrician by the season.

In case of acquittal or discharge a notice of two weeks shall be given by employer or employee. The stage manager shall have the hiring and discharging of all men employed on the stage.

We, the several managers, do hereby agree to the terms and conditions hereinbefore written.

Appendix K:

Summary of J. F. Harley's trip through Canada, 1910

(Source: Shubert Archives)

Harley - ①

General Memo
Shubert Circuit West on CP

Winnipeg - On request Roy Bullen, Gen. Agt. C.P.W. R.R. will forward any general local information as to theatrical conditions, H.W. Brodie Asst. Gen. Agt. C.P. will also gladly cooperate.

Brandon. J.C. Proctor, Dist. Gen. Agt. C.P. eager to assist. Suggest you first agent in town talk new theatre for couple of days. Present Auditorium owned by Fair has not fully suitable, but will temporarily answer. He tended to stop over on way back from coast, but Decker telegram read peremptory.

Moore Jaw. New house under lease to Grooms of Regina and which we started going last month is promised to be ready in September. Address Grooms Moore, Regina.

Saskatoon. New house will probably be ready this fall, but as this is a side trip no special hurry necessary. Address Grooms Moore, Regina.

Calgary. Anything local write to B. Sherman. Mr. Jameson, J.A. Loughhead is owner, and he already had plans drawn for new house.

②

Edmonton. Write direct to Senator Jas. A. Lougheed, Calgary. He owns the property and has made no local lease so yet. Lougheed wants us badly in both towns.

Lethbridge. If you do not go out by Spoken Side trip (round) rate of 3.75 can be secured from Calgary. The whole question of rates through for Saskatoon, Edmonton and Lethbridge Side trips should be taken up en bloc and set. Had in N.Y. or Montreal, before the season opens.

Winnipeg. Any local information will be furnished you by R.T.M. Russell 553 Cordova St or legal information by Russell, Russell-Hanington, Richards & Hartup St

Victoria. Please answer letter I sent you from Board of Trade, or write to our man there, Robt. Jamison, Grand Theatre... I feel assured a ten thousand dollar certified cheque would clinch the erection of a new theatre, and later this

③

Stock could be disposed of locally, or transferred to the C.P. in lieu of cash for transportation. Russell & Brew will invest 10,000 shares in Victoria if you arrange with them.

Tacoma. Referred to Russell & Brew. If you get the share there, write Wade J. Wightman 228 5th Ave. Block, Seattle who is waiting on your securing of Tacoma. to form a syndicate to take over and build houses in Aberdeen, Fork Bend, Chelalis-Centralia, Bremerton and Olympia. This gives you a week between Portland and Seattle.

Special

With new houses, Tacoma and Victoria are good for two nights each, and Vancouver for three Donnelly, of the Donnelly Hotel, Tacoma, has his ear to the ground for a shuck house.

Tacoma. Have written Peltier, the banker, to communicate with you direct.

San Francisco You will find the "Noodle" at
 in the stage room, and in the upper part of
 the town for you clear of attractions. See also
 the stage, insurance etc. 201 - Marchant & Sibley
 and he will put you in touch with Graham
 who is building in Market St.
San Jose, Stockton, Berkeley See Bureau of
 Statistics, also Bureau of Labor before trying
 up with the other Bureau. Talk over with him
 and tell him of the "Noodle's" job. If he wants
 one in, arrange with the opposition.
Strom Above office to Boston. It might
 come, if not from the Empire.
 Belmont, Los Angeles. It says you have can
 arrange for Dr. Hernandez, San Diego and
San Francisco
 The job in lower California towns such as
 Alameda, San Jose, Modesto, San Luis Obispo

5

Santa Cruz, Hayward, Visalia etc. are all playing open door, and don't need any tie-up contracts.

Bellingham and Everett. Please write reply to Grindler's telegram, and I suggest you allow Russell Brew to handle this situation.

Wm J. Harvey

Apr 10 / 10

Appendix L:
 "Pink Lady" Correspondence (Source: Shubert Archives)

<p>TORONTO - Population 425,000 GRAND OPERA HOUSE MAJESTIC THEATRE</p> <p>OTTAWA - Population 100,000 RUSSELL THEATRE GRAND OPERA HOUSE</p> <p>HAMILTON - Population 100,000 GRAND OPERA HOUSE</p> <p>LONDON - Population 60,000 GRAND OPERA HOUSE</p> <p>KINGSTON - Population 25,000 GRAND OPERA HOUSE</p> <p>ST. THOMAS - Population 18,000 GRAND OPERA HOUSE</p> <p>PETERBORO - Population 20,000 GRAND OPERA HOUSE</p> <p>ST. CATHARINES - Population 20,000 GRAND OPERA HOUSE</p> <p>BRANTFORD - Population 25,000 GRAND OPERA HOUSE</p>	<p>GENERAL OFFICES</p>  <p>A. J. SMALL. SOLE PROP.</p> <p>ALL COMMUNICATIONS TO THE GRAND OPERA HOUSE TORONTO, CANADA.</p>	<p>San's Open House, Galt Open House, Woodstock Open House, Stratford The New Theatre, Brantford Open House, Guelph, Open House, Stratford Open House, Chatham, Open House, Delhi Assembly of Music, London Grand Opera House, Sherbrooke Open House, Ottawa Grand Opera House, Collingwood Open House, Mississauga Open House, Niagara Falls, Cornwall Open House, Stratford, Open House, Cobourg Royal Theatre, Smith's Falls Open House, Cambridge Place Open House, Windsor Open House, Perth, Grand Theatre, Phoenix Open House, Peterborough Open House, Port Hope Open House, Simcoe Grand Opera House, South Bay Grand Opera House, Sudbury Royal Theatre, North Bay Plain Theatre, Madoc Open House, New Lindsay Savoy Theatre, Open House Open House, Montreal</p>
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TORONTO, May 6th., 1913. 19

Messrs Klaw & Erlanger,
 New York.
 Gentlemen-/

Replying to yours of May 5th, will hold the following for
 "The Pink Lady":-

	Brockville	Sept. 12	
	Kingston	13	- mat & eve
<i>by hand</i>	(Open)	15	
	Renfrew	16	
	Ottawa	17-18	
	Belleville	19	
	Peterboro	20	- mat & eve
	Lindsay	22	
	Barrie	23	
	Hamilton	24-25	
	Woodstock	26	
	Brantford	27	
	St. Catharines	28	
	Galt	30	
	Berlin	Oct. 1	
	Stratford	2	
	St. Thomas	3	
	London	4	- mat & eve
	Guelph	6	
	Orillia	7	
	North Bay	8	
	Sudbury	9	

You did not mention Sept. 15th in your letter, so presume you are going to place this date at Ogdensburg. However, should you wish me to fill same, please advise and I will arrange the route accordingly.

Yours very truly,

<p>TORONTO - Population 425,000 GRAND OPERA HOUSE MAJESTIC THEATRE</p> <p>OTTAWA - Population 100,000 RUSSELL THEATRE GRAND OPERA HOUSE</p> <p>HAMILTON - Population 100,000 GRAND OPERA HOUSE</p> <p>LONDON - Population 60,000 GRAND OPERA HOUSE</p> <p>KINGSTON - Population 25,000 GRAND OPERA HOUSE</p> <p><small>(same name as above)</small></p> <p>ST. THOMAS - Population 18,000 GRAND OPERA HOUSE</p> <p>PETERBORO - Population 20,000 GRAND OPERA HOUSE</p> <p>ST. CATHARINES - Population 20,000 GRAND OPERA HOUSE</p> <p>BRANTFORD - Population 25,000 GRAND OPERA HOUSE</p>	<p>GENERAL OFFICES</p> <div style="text-align: center;">  </div> <p>A. J. SMALL SOLE PROP.</p> <p>ALL COMMUNICATIONS TO THE GRAND OPERA HOUSE TORONTO, CANADA.</p>	<p>Scott's Opera House, Calt. Opera House, Windsor Opera House, Belleville The New Theatre, (Toronto) Opera House, Guelph Opera House, Stratford Opera House, Chatham Opera House, Brantford Amalgamated Music, London Grand Opera House, Toronto Opera House, Orillia Grand Opera House, Collingwood Opera House, Midland Opera House, Newmarket Opera House, Mississauga Opera House, Brantford Opera House, Coburg Opera House, Smith's Falls Opera House, Cayuga Place Opera House, Preston Opera House, Peterborough Opera House, Port Hope Opera House, Picton Opera House, Parry Sound Opera House, St. Marys Grand Opera House, South St. Marys Grand Opera House, Sudbury Royal Theatre, North Bay Lorne Theatre, Orillia Plaza Theatre, Haliburton Opera House, New Liskeard Opera House, Owen Sound Opera House, Midland</p>
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TORONTO, May 28th., 1913. 19

Mr. Edw. Thurmaer,
New York.

My dear Mr. Thurmaer—

The time quoted in Mr. Fisher's letter is all right, with the exception of Sept. 27th at London, where we are holding Sept. 25-26-27 for "The Garden of Allah" as requested in Plan & Erlanger's letter of Mr. 7th, enclosed you herewith, and which you might kindly return after reading. Another thing, it is not likely that the new house in Berlin will be ready before Nov. 1st, as they are not going to commence operations on same before the middle of June. However, I certainly want to meet Mr. Fisher's wishes in the arrangement of "The Pink Lady" time over here, and can offer him Chatham to take the place of Berlin, with the understanding that the latter town is to be substituted in case the new theatre is ready in time to play the show. If "The Garden of Allah" is going to claim Sept. 25-26-27 at London, it will of course be necessary to make a slight revision in the route suggested by Mr. Fisher for "The Pink Lady", as follows:—

Kingston	Sept. 15	✓
Brockville	16	
St. Catharines	23	
Hamilton	24	
Brantford	25	
Foodstock	26	
St. Thomas	27	
Chatham	29	
London	30	
Stratford	Oct. 1	
Calt	2	
Guelph	3	
Barrie	4	
Midland	6	
Orillia	7	
North Bay	8	
Sudbury	9	

(O T E E)

Have put in Midland to follow Barrie, in order to avoid doubling the road - Orillia to Midland to Orillia to North Bay. Of course, if "The Garden of Allah" is not going to claim the London dates, Sept. 25-26-27, the time will be all right as quoted by Mr. Fisher, with the single exception that we may have to substitute Chatham for Berlin, as already stated above.

Yours very truly,

A handwritten signature in cursive script, appearing to read "J. W. Wright". The signature is written in dark ink and is positioned to the right of the typed closing "Yours very truly,".

TORONTO - Population 425,000
GRAND OPERA HOUSE
MAJESTIC THEATRE

OTTAWA - Population 100,000
BURWELL THEATRE
GRAND OPERA HOUSE

HAMILTON - Population 100,000
GRAND OPERA HOUSE

LONDON - Population 60,000
GRAND OPERA HOUSE

KINGSTON - Population 25,000
(also used to show route)
GRAND OPERA HOUSE

ST. THOMAS - Population 18,000
GRAND OPERA HOUSE

PETERBORO - Population 20,000
GRAND OPERA HOUSE

ST. CATHARINES - Population 20,000
GRAND OPERA HOUSE

BRANTFORD - Population 25,000
GRAND OPERA HOUSE

GENERAL OFFICES

THE A.J. SMALL CIRCUIT

A. J. SMALL SOLE PROP.

ALL COMMUNICATIONS TO THE
GRAND OPERA HOUSE
 TORONTO, CANADA.

Scott's Opera House, Galt
 Opera House, W. Toronto
 Opera House, Stratford
 The New Theatre, Brantford

Opera House, Guelph
 Opera House, Stratford
 Opera House, Chatham
 Opera House, Berlin
 Academy of Music, London
 Grand Opera House, Quebec
 Opera House, Galt

Grand Opera House, Collingwood
 Opera House, Midland
 Opera House, Niagara Falls
 Opera House, Toronto
 Opera House, St. Catharines
 Opera House, Brantford
 Opera House, Peterborough
 Opera House, Port Hope
 Opera House, Simcoe
 Opera House, Sarnia
 Grand Opera House, South St. Catharines
 Grand Opera House, London
 Royal Theatre, North Bay
 Lyric Theatre, Cobalt

Place Theatre, Hamilton
 Opera House, New London
 Savoy Theatre, Chateaufort
 Opera House, Brantford

TORONTO, Aug. 5th., 1913. 10

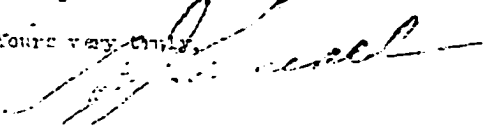
Mr. Edw. Thurnaeer,
 New York.
 Dear Eddie-

The delay in returning "The Pink Lady" contracts has been caused solely in the interests of the show, as I have been endeavoring with all my might to better the route you had laid out for this attraction. No use playing it in towns like Barrie, Midland and Oshawa if we can get it into the larger cities.

Wire me to-morrow which of the two following routes I. Stevens prefers:-

ROUTE NO. 1.		ROUTE NO. 2.	
Kingston	Sept. 15	Bellefleur	Sept. 15
Brockville	16	Brockville	16
St. Catharines	23	St. Catharines	23
HAMILTON	24	Brantford	24
Bellefleur	25	Berlin	25
Ottawa	26-27 - sat. Saturday	Woodstock	25
Peterboro	28	St. Thomas	27
Brantford	30	Stratford	28
Galt	Oct. 1	London	30
Woodstock	2	Galt	Oct. 1
St. Thomas	3	Guelph	2
London	4 - not to eve	HAMILTON	3
Stratford	6	KINGSTON	4
Guelph	7	Ottawa	6-7
North Bay	8	North Bay	8
Sudbury	9	Sudbury	9

Simply mention in your wire to fix up "The Pink Lady" contracts for ROUTE NUMBER ONE or ROUTE NUMBER TWO and I will then get the contracts back to you by first mail.

Yours very truly,


<p>TORONTO - Population 425,000 GRAND OPERA HOUSE NAUGHTIC THEATRE</p> <p>OTTAWA - Population 100,000 BENJAMIN THREATH GRAND OPERA HOUSE</p> <p>HAMILTON - Population 100,000 GRAND OPERA HOUSE</p> <p>LONDON - Population 60,000 GRAND OPERA HOUSE</p> <p>KINGSTON - Population 25,000 (same route to show show) GRAND OPERA HOUSE</p> <p>ST. THOMAS - Population 18,000 GRAND OPERA HOUSE</p> <p>PETERBORO - Population 20,000 GRAND OPERA HOUSE</p> <p>ST. CATHARINES - Population 20,000 GRAND OPERA HOUSE</p> <p>BRANTFORD - Population 25,000 GRAND OPERA HOUSE</p>	<p>GENERAL OFFICES</p>  <p>A. J. SMALL. SOLE PROP.</p> <p>ALL COMMUNICATIONS TO THE GRAND OPERA HOUSE TORONTO, CANADA.</p>	<p>Small's Opera House, Galt. Opera House, Woodstock Opera House, Bellefleur The New Theatre, Bradford Opera House, Godbald, Opera House, Stratford Opera House, Chatham, Opera House, Bush Academy of Music, London Grand Opera House, Barre Opera House, Oshawa Grand Opera House, Colchester Opera House, Midland Opera House, Niagara, Alton Hall, Cornwall Opera House, Brantford, Opera House, Cobourg Ridley, Thessalon, Smith's Falls Opera House, Carleton Place Opera House, Orangeville Opera House, Peterborough Opera House, Port Hope Opera House, Picton Opera House, Trenton, Ontario Opera House, Simcoe Grand Opera House, South Bay Grand Opera House, Sudbury Royal Theatre, North Bay Lyric Theatre, Cobalt Plain Theatre, Hamilton Opera House, New Liskeard Savoy Theatre, Owen Sound Opera House, Mansfield</p>
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TORONTO, Aug. 7th., 1913. 19

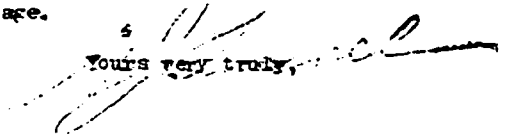
Mr. Edw. Thurmer,
New York.

Dear Ed-/-

Some doubt about the new house in Berlin being ready in time to play "The Pink Lady" in September, so have substituted Peterboro, one of the best points in Ontario, which will also help to get the show into Kingston in better time for the matinee on Saturday, Oct. 4th, without entailing any extra railroading. With this I'm enclosing you signed contracts as follows:-

- Bellefleur Sept. 15
- Brockville 16
- St. Catharines 23
- Hamilton 24 ✓
- Brantford 25
- Woodstock 26
- St. Thomas 27
- Stratford 28
- London 30 ✓
- Galt Oct. 1
- Guelph 2
- Peterboro 3
- Kingston 4 ✓
- Ottawa 6-7 ✓
- North Bay 6
- Sudbury 9

Am very glad that this route is cleaned up and out of the way, as we certainly did a lot of figuring on it up here to get the show placed to the best possible advantage.

Yours very truly,


Appendix M:
**Sale Documents of Ambrose Small's Holdings to Trans-Canada
 Theatres (Source: Shubert Archives)**

MEMORANDUM OF AGREEMENT made this seventeenth day of
 October A. D. nineteen hundred and nineteen, by and between
 HENRY W. BEAUCHAMP of the City and District of Montreal,
 Financier;

Party of the First Part;

and

A. J. SMALL of the City of Toronto, Province of Ontario,
 Theatrical Manager;

Party of the Second Part;

WHEREAS it is proposed to incorporate a Company to be
 known as the Trans-Canada Theatres, Limited, having for its
 object the purchase and operation of certain theatres and
 booking offices in the Dominion of Canada with a capital
 stock of \$2,750,000.00 divided into \$1,500,000.00 first
 preference stock, of which \$250,000.00 will be Treasury
 stock only to be issued at the rate of 75% of purchase price
 of any properties acquired by the Company in the future, and
 \$750,000.00 second preference stock granted to the Party of
 the Second Part as hereinafter provided, and \$1,500,000.00
 common stock; and

WHEREAS the Party of the Second Part is the owner
 of the theatres and the owner of the booking contracts which
 it will be necessary to purchase for the purposes of the said
 Company.

For the consideration of \$5,000.00 paid by the Party of
 the First Part to the Party of the Second Part, receipt whereof
 is hereby acknowledged by the Party of the Second Part, which
 it is hereby agreed is not paid as earnest but forms the
 consideration that the vendor undertakes to keep this option
 available until the end of the period hereinafter stated.

The contractants hereto have entered into the following
 agreement, that is to say:

- 2. -

1. The Party of the Second Part does hereby give, grant and demise to the Party of the First Part an option to purchase on the terms and conditions hereinafter set forth the following properties with the buildings thereon situated presently used as theatre buildings:-

Grand Opera House, Toronto Ontario
 Grand Opera House, Hamilton, Ontario
 Grand Opera House, London, Ontario
 Grand Opera House, Kingston, Ontario
 Grand Opera House, St. Thomas, Ontario
 Grand Opera House, Peterboro, Ontario

a more complete description thereof will be furnished by the Party of the Second Part and incorporated in a later agreement when said complete description is furnished.

In addition to the option of purchasing the above properties the Party of the Second Part does hereby give grant and demise to the Party of the First Part an option to purchase all right title or interest in those certain booking contracts owned by the Party of the Second Part in relation to the following theatres:-

Grand Opera House, St. Catharines, Ontario
 Grand Opera House, Brantford, Ontario.

and all booking contracts for all other theatres now existing.

It is agreed that the herein granted option to purchase the theatres and booking contracts hereinabove set forth shall be good and valid and may be exercised at any time between the dates of these presents and December 1st, next, A. D. 1919, such acceptance to be signified to the Party of the Second Part by registered letter posted to his last known address.

Upon the exercise of the herein granted option to purchase by the means hereinabove provided, the Party of the Second Part undertakes promises and agrees to sell to the Party of the First Part or his successors or assigns by good title free and clear of all charges and encumbrances the properties hereinabove provided to be sold and the right

3.

title and interest in the booking contracts hereinabove provided to be transferred and in connection with the above mentioned properties to execute good and valid deeds of sale in favour of the Party of the First Part or his successors or assigns, and in relation to the said booking office contracts a good valid interest to all right, title and interest in the same, with the agreement of the other contracting party in the same to the end that the Party of the First Part will have all rights titles and privileges in said contracts presently owned by the Party of the Second Part.

In the event of the exercise of the said option according to the above stipulated terms the purchase of the said properties and contracts shall be made on the following terms to which the parties hereto hereby agree:-

(a) The Party of the second Part shall receive the sum of \$1,000,000.00 in good lawful money of Canada, and interest thereon at the rate of six per centum per annum from September 1st, 1919, to be paid to him upon the exercise of this option as aforesaid and not later than December 1st 1919.

(b) The transfer to him of \$750,000.00 all fully paid up and non-assessable second preferred shares of the capital stock of the Trans-Canada Theatres Limited, the Company proposed to be incorporated to acquire the properties herein mentioned, said shares to be non-interest bearing and to be cancelled and retired at the rate of \$37,500.00 per annum paid by the Party of the First Part to the Party of the Second Part, the first payment whereof to be due and exigible on September 1st, 1920.

(c) Should the said option herein granted be exercised it is mutually agreed that the properties and contracts purchased shall belong to the Party of the First Part from September 1st, 1919, and he shall be considered as owner of

4.

the same from that date and as such entitled to all earnings and other profits accruing since that date.

It is understood and agreed and is the essence of this agreement that the option herein granted and the consideration paid therefor and all other agreements herein made are so made by the parties hereto upon the statements furnished by the Party of the Second Part of the earnings of the said theatres for the past three years, and should such statements be found incorrect the Party of the First Part shall be entitled to cancel this agreement and obtain back from the Party of the Second Part all money and other considerations paid therefor.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day, month and year hereinabove first written.

(Sgd) E. W. BEAUCHEUR.

" A. J. SMALL.

THIS AGREEMENT made in duplicate this First day of
December A. D. 1919.

BETWEEN:

AMBROSE J. SMALL of the City of Toronto,
Province of Ontario,

OF THE FIRST PART:

-and-

HENRY W. BLAUCLERE of the City and District
of Montreal,

OF THE SECOND PART:

WHEREAS under date of the Twenty-eighth of November
A. D. 1919, the parties hereto have entered into an Agreement
wherein the party of the first part has agreed to sell to the
party of the second part certain properties and buildings there-
on, situated in the Cities of Toronto, Hamilton, London, Peterbo
and St. Thomas respectively, and to transfer and assign certain
leases, booking contracts, goods and chattels, the whole in
accordance with the terms and conditions in said Agreement more
specifically set forth:-

AND WHEREAS it is provided in said Agreement that the
party of the First part will receive from the party of the second
part, as consideration for the aforesaid engagements, the sum of
One million Dollars (\$1,000,000.00) in good and lawful money of
Canada to be paid on December First, 1919 and interest thereon
at the rate of 6% per annum from September 1st, 1919, and the
sum of Seven hundred and fifty thousand dollars (\$750,000.) to
be paid in twenty equal consecutive annual payments of Thirty-
seven thousand five hundred dollars (\$37,500) each, without
interest, payable on the dates as stated in said agreement; and
as security for the payment thereof the party of the second part
will receive Seven hundred and Fifty Thousand Dollars (\$750,000)
of fully paid up non-assessable, non-dividend bearing, non-voting
second preference shares of the capital stock of Trans-Canada

2.

Theatres Limited:

AND WHEREAS in the examination of the titles of the properties transferred by the said Agreement of November Twenty-eight, 1919, certain questions have arisen which make it impossible for the party of the first part to give absolute title thereto free and clear of all encumbrances and charges whatsoever:

NOW THEREFORE IT IS AGREED

(1) That the party of the second part will pay to the party of the first part the said sum of One Million dollars (\$1,000,000.) agreed to be paid, receipt whereof is hereby acknowledged.

(2) THAT the party of the second part shall be entitled, in the event of his being disturbed in his ownership or being called upon to suffer any financial loss or damage by reason of the defects in the titles above mentioned, to retain an amount or amounts equal to and in compensation for the said damage or financial loss from the sum of Seven hundred and fifty thousand dollars (\$750,000) agreed to be paid in instalments by the said Agreement of the Twenty-eighth November 1919.

IT IS FURTHER AGREED that the party of the first part herein will make all declarations and will obtain such declarations deeds or acts (which it is possible for him to make or obtain) as may be in the opinion of the Solicitors of the party of the second part unnecessary to convey to the said party of the second part the properties intended to be conveyed by good and sufficient title.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED)
In the presence of)
" W. J. SHAUGHNESSY.")

"A. J. SMALL" (SEAL)

THIS AGREEMENT made in duplicate this First day
of September A. D. 1919.

BETWEEN:

AMBROSE J. SMALL of the City of Toronto,
Province of Ontario,

OF THE FIRST PART

-and-

HENRY W. BEAUCLEEK of the City and District
of Montreal,

OF THE SECOND PART:

WHEREAS under date of the Twenty-eighth of
November 1919, the parties hereto have entered into an
Agreement wherein the party of the first part has agreed to
sell to the party of the second part certain properties and
buildings thereon, situated in the Cities of Toronto,
Hamilton, London, Peterboro, and St. Thomas respectively, and
to transfer and assign certain leases, booking contracts,
goods and chattels, the whole in accordance with the terms
and conditions in said Agreement more specifically set forth:

AND WHEREAS these presents are intended to more
particularly describe and identify the booking contracts
mentioned above:

NOW THIS AGREEMENT WITNESSETH that the party of the
first part hereby assigns, transfers and sets over unto the
party of the second part in pursuance of the said Agreement,
the booking contracts mentioned and enumerated in the Schedule
hereto annexed marked "A", together with all his right, title
and interest thereto and therein and all benefit and advantage
to be derived therefrom.

IN WITNESS WHEREOF the said party of the first part
has hereunto set his hand and seal.

SIGNED, SEALD and DELIVERED)		
in presence of)	"A. J. SMALL" (SEAL)
"W. J. Shaughnessy")	

SCHEDULE "A"Referred to in the annexed Agreement.

1. Pembroke, J. H. Bruck to A. J. Small, Aug. 1, 1919 to
Aug. 1, 1920.
2. Brockville, J. McLennan to A. J. Small, Nov. 1, 1919 to
Nov. 1, 1920.
3. St. Catharines, Colonial Amusement Co. to A. J. Small,
Aug. 1, 1915 to Aug. 1, 1920.
4. North Bay, John Blanchet to A. J. Small, Sept. 1, 1917
to Sept. 1, 1920.
5. Brantford, James T. Whittaker to A. J. Small to
Sept. 6, 1920.
6. Galt, Galt Opera House Company to A. J. Small, Aug. 1, 1919
to Aug. 1, 1922.
7. Stratford, W. I. Kemp to A. J. Small, Aug. 1, 1919 to
Aug. 1, 1922.
8. Lindsay, W. H. Roenigk to A. J. Small, Aug. 1, 1919 to
Aug. 1, 1922.
9. Sudbury J. R. Bissett to A. J. Small, Aug. 1, 1919 to
Aug. 1922.
10. Sarnia, John F. Myers to A. J. Small Dec. 1, 1919 to
Dec. 1, 1922.
11. Trenton, R. E. Weller to A. J. Small Aug. 1, 1917 to
Aug. 1, 1920.
12. Barrie, John Powell to A. J. Small Aug. 1, 1917 to
Aug. 1, 1920.
13. Orilla, T. W. Robbins to A. J. Small, Aug. 1, 1917 to
Aug. 1, 1920.
14. Midland, Arthur Eugg to A. J. Small, Aug. 1, 1917 to
Aug. 1, 1920
15. Renfrew, Ottawa Valley Amusement Company to A. J. Small
Aug. 1, 1917 to Aug. 1, 1922.

This is the schedule of contracts mentioned in the
within Agreement.

A. J. Small.

A. J. S.

Appendix N:
 Contract Between Lawrence Solman, Shubert Theatrical
 Company, Lee and J. J. Shubert (Source: Shubert Archives)

A G R E E M E N T, made this 22nd day of December, 1908, between LAURENCE SOLMAN, of Toronto, Canada, party of the first part, THE SHUBERT THEATRICAL COMPANY, a corporation organized under the laws of the State of New York, party of the second part, and LEE SHUBERT and JACOB J. SHUBERT, of the City of New York, State of New York parties of the third part, W I F E S S E T U:

W H E R E A S, the party of the first part is about to acquire a lease of the ROYAL ALEXANDRA THEATRE, Toronto, Canada, for a term beginning January 4, 1909, and expiring the last Saturday of May, 1910, at a rental at the rate of Twenty thousand Dollars (\$20,000) per year, payable in equal monthly ^{installments} ^{beginning January 4, 1909 and continuing} ^{and the} ^{cost of all repairs and alterations other than structural} ^{changes in the building, which lease is to contain a privilege of renewal for three additional years, such privilege to be exercised at the option of the tenant and conditioned only upon the faithful performance of the tenant of all of the covenants in the lease and upon the operation of the theatre by the tenant without financial loss, and} ^{by} ^{of} ^{the} ^{tenant} ^{of} ^{all} ^{of} ^{the} ^{covenants} ⁱⁿ ^{the} ^{lease} ^{and} ^{upon} ^{the} ^{operation} ^{of} ^{the} ^{theatre} ^{by} ^{the} ^{tenant} ^{without} ^{financial} ^{loss,} ^{and}

W H E R E A S, the party of the first part is about to form a corporation for the operation of the said theatre during the said term, which corporation shall have an authorized capital stock of Ten thousand Dollars (\$10,000) all paid in cash, and

W H E R E A S, the party of the second part is desirous of acquiring the right to book high class dramatic and musical shows and entertainments in and for said theatre

for the period and upon the terms hereinafter set forth,
and

W H E R E A S, the parties of the third part are the managers and principal stockholders of the party of the second part, and are desirous of acquiring, by purchase, a part of the capital stock of the said corporation to be formed by the party of the first part,

N O W, T H E R E F O R E, in consideration of the sum of One Dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, and in consideration of the premises and of the mutual covenants and agreements by each of the said parties hereto hereinafter agreed to be kept and performed, IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

FIRST: The party of the first part will, as speedily as possible, after the execution hereof, obtain from the owners of the ROYAL ALEXANDRA THEATRE a lease thereof for the period and at the rental above mentioned, said lease to contain a privilege of renewal for an additional three years upon the terms and conditions above recited; he also agrees to take immediate steps for the organization of a corporation the object of which shall be to operate the said theatre, which corporation is to have an authorized capital stock of Ten thousand Dollars (\$10,000), all of which the said party of the first part will cause to be subscribed and paid for at par, in cash.

SECOND: The party of the first part further agrees that immediately upon the formation of the said corporation

and the issuance of its capital stock and the payment into its treasury of Ten thousand Dollars (\$10,000). in cash, he will assign to the said corporation the lease of the theatre so acquired by him, and will enter into an agreement with the said corporation during the term of the said lease and any renewal or extension thereof, to act as its general manager and as the general manager of the said theatre at a salary of One hundred Dollars (\$100). per week, payable each week during which public performances shall be given at said theatre; he also agrees that in the By-Laws of said corporation, it will be provided that no elective officer of the said corporation shall receive any salary whatever as such; he further agrees to sell to the parties of the third part, at par, forty-nine per cent (49%) of the capital stock of the said corporation, and to deliver the same to them at their office in the City of New York as soon as practicable after the same shall have been issued, upon receiving from them the payment and agreement hereinafter provided. Upon receiving such payment and agreement from the said parties of the third part, he further agrees to execute and deliver to the said corporation so to be formed, his written agreement to pay into the treasury of the said corporation weekly at the end of each week, a sum equal to one-half of any loss which the said new corporation may have sustained until that time. He further agrees, as the general manager of the said new corporation and of said theatre, to employ as assistant treasurer of the said theatre such person as the parties of the second and third parts may designate, upon condition that he shall perform any and all duties that may be required of him in the box office or general office of the said theatre and to which he may be as-

signed by the said general manager; one of such duties shall at all times be to assist in the "counting of the house" during each performance at a time and place to be fixed by the general manager, and to receive at the conclusion of each performance a statement signed by the general manager or treasurer of the receipts of each performance. Should the position of assistant treasurer become vacant at any time by reason of the resignation of the incumbent or his discharge by the general manager, the party of the first part agrees to employ as assistant treasurer to fill such vacancy, as often as it may occur, such person or persons as the parties of the second and third parts may from time to time designate, upon condition, however, that no designation is made of any person previously discharged by the said general manager or of any person personally repugnant to him.

The party of the first part further agrees for himself and his assigns, that he will give to the party of the second part prompt notice of the execution of the lease above mentioned; that from and after the beginning of the term of the said lease and until the expiration thereof, and of any renewal or extension thereof, he will and hereby does give and grant to the party of the second part the exclusive right to procure contracts for the appearance at said theatre of the companies or shows as hereinafter provided, and so long as the party of the second part shall fully keep and perform its agreement as hereinafter provided, he will make no contract for the appearance of any companies or shows at said theatre, ^{nor permit either to appear thereat} except as hereinafter expressly provided.

Copy
 Upon the expiration of the term of this agreement, the operation of said theatre shall be transferred to a new corporation, then at the expiration of the lease, the option of renewal therein, shall be exercised.

THIRD: The party of the second part does hereby agree that during the balance of the present theatrical season and beginning January 4, 1909, and during each theatrical season thereafter until the expiration of the lease above referred to and any renewal agreement thereof, it will ^{in writing, and it shall be the duty of said party to the new corporation, and all contracts to be made hereunder by the parties to the lease, shall be made in the name of the new corporation, and the party of the first part, as general manager} furnish to the party of the first part, as general manager of the said theatre, contracts signed by the managers or owners of not less than fifteen (15) first class dramatic and musical shows during the remainder of the present season, and of not less than twenty-five (25) first class dramatic and musical shows during each succeeding season, each of which shall provide for the appearance of the first class company and show therein designated for one specific week therein mentioned during the then current season at the said theatre upon sharing terms, which shall provide for the payment to the manager or proprietor of said show or company as compensation for its performance at said theatre a percentage of the gross receipts from such performances during such week, provided that the said percentage of the gross receipts so to be allowed to the manager or proprietor of the said show and company, shall in no event be greater than that theretofore allowed or paid to the manager or owner of the same show and company for performances theretofore given by it or them at the Princess Theatre in the said City of Toronto, Canada, and provided, further, that the said compensation shall in no event be greater than seventy per cent (70%) of the gross receipts; contracts for all other shows and companies to be ^{sent} submitted to the party of the first part, as manager, ^{as soon as executed.} ~~for his approval before execution.~~ ^{The party of the first part or the new corporation shall provide all the necessary funds for the operation of the theatre.} ~~The said party of the second part further~~

[Handwritten initials]

[Handwritten initials]

J.P.
 shall have power for determination of after submission to him he shall determine that the compensation allowed to the company or also with respect, his decision shall be final and the amount of the same as fixed by him shall, at the end of the then-current season, be paid to said new corporation by the parties of the second and third part, and they do hereby jointly and severally agree, in such event, to pay the same to said new corporation. Should said business fail or refuse to act, the profit shall be heard and determined by two arbitrators one to be chosen by the party of the first part and the other by the party of the second part. ~~Each arbitrator shall be chosen by the party of the first part and the other by the party of the second part. The arbitrators may choose a third, and the decision of any two shall be final at the time of the award. The decision of the arbitrators shall be binding upon all the parties hereto as if it had been determined by the arbitrators. Such profit in each event to be made during or before the contract as may be submitted for approval under the above provisions of the company or show in said theatre. The provisions shall be accepted and signed or rejected by the party of the first part, and returned by him to the party of the second part within one (1) week after its receipt.~~

It is understood that by a first class show and company is meant such as prior to the date of the contract for its appearance at the above named theatre, shall have appeared and given public performances at some theatre in the City of New York at which the charge for the greater portion of the orchestra seats during such performances was Two Dollars (\$2.00) each, in New York City or one and a half (1.50) dollars in other cities named.

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FOURTH: Nothing in this agreement shall be deemed to prohibit the making of a contract for the appearance at said theatre of a first class company and show containing a well recognized first class star at a greater rate of compensation to be reserved and paid to the said company and show than seventy per cent (70%) of the gross receipts, provided it has the approval of the party of the first part; and such company and show when booked and engaged shall be deemed to be one of the shows and companies by the party of the second part agreed to be furnished, as aforesaid.

FIFTH: The party of the second part further agrees that if it will fail, neglect or refuse to furnish at least fifteen (15) such contracts for the remainder of the present season and at least twenty-five (25) contracts for each of the succeeding seasons, or if the shows and com-

panies which will agree in and by said contract to appear and perform at the said theatre, shall fail, neglect or refuse to so appear and perform, then and in every such event the party of the second part will pay to the party of the first part, or his assignee, as liquidated damages, upon demand, a sum equal to One thousand Dollars (\$1,000). for each week that it shall fail to furnish a contract as hereinbefore provided, or during which any company or ~~show~~ ^{show} may fail to give performances as in and by this contract provided. It is further agreed that all of the services to be rendered by the party of the second part are to be free of any cost or expense to the party of the first part or his assignee. It is further agreed that if the party of the second part shall fail, neglect or omit to furnish to the party of the first part, as general manager of the said theatre, ^{made and received according to the program promised} a contract, ~~acceptable to the party of the first part~~ for any week or weeks during the period of the above mentioned lease, or any extension or renewal thereof, up to ^{two} ~~five~~ weeks prior to the beginning of any ^{such} week, then and in such event, the party of the first part, as such general manager, may be at liberty, directly or through any agents whatever, to book any company or show or entertainment he may deem best and desirable for such week or weeks; but in no such event shall the party of the second or third parts claim or be entitled to any deduction from the liquidated damages hereinbefore fixed and agreed to be paid hereunder.

J.P.

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Should be 5 weeks
J.P.

SIXTH: The party of the second part further agrees that when the corporation to be formed by the party of the first part as hereinbefore mentioned is fully formed and organized, it will execute and deliver to such corporation an agreement with it for the booking of the said theatre for

the period aforesaid, and upon like terms and conditions and subject to the payment by it of like damages for any breach thereof, as aforesaid, and the party of the first part guarantees to procure the execution of the said agreement by said new corporation, when formed.

SEVENTH: The parties of the third part do each severally agree to guarantee, and hereby does guarantee the full and faithful performance of this contract on the part of the party of the second part, and also that it will execute a similar contract with the assignee of the party of the first part when fully incorporated and organized, and will carry out said contract, and will make the payments in and by them or either of them required, and in the event that the party of the second part shall fail to promptly pay any damages hereinbefore or therein required to be paid, they will, upon demand, and without any previous notice of such default, promptly pay the same. The parties of the third part do further agree when the assignee of the party of the first part shall be fully incorporated and organized and Ten thousand (\$10,000) Dollars shall have been paid into its Treasury for its stock, and the party of the first part will tender and deliver to the parties of the third part an assignment of ^{certificate of stock representing} forty-nine per cent (49%) of the capital stock thereof, that they will accept the same and pay to the party of the first part therefor the sum of Forty-nine hundred Dollars (\$4900)., in cash; they do further agree that the management of the said theatre throughout the term of the said lease, or any renewal thereof, shall be in the hands of the party of the first part, save and except that they shall have the right, subject to the foregoing provisions, to name an assistant treasurer of said theatre

and his successors. They do further agree that if during the operation of the said theatre, the said assignee of the party of the first part shall sustain a loss and its capital become thereby impaired or reduced, that they will, during the period of such loss, or the impairment of its capital, pay weekly at the end of each week, upon demand, one-half of the amount necessary to keep the treasury of the said corporation at Ten thousand Dollars (\$10,000). it being the intention of the parties of the first and third parts that there shall at all times be in the treasury of the said corporation at least Ten thousand Dollars (\$10,000)

The parties of the first and third parts do hereby agree that upon the formation and organization of the corporation, assignee of the party of the first part, they will enter into a separate agreement with the said corporation to save and keep harmless the same from any annual loss and liability in accordance with the foregoing provisions each of said parties to assume and agree to pay one-half of such loss as and when it shall be sustained; such agreement also to contain a provision that all of the stock of the corporation shall bear an endorsement that it is issued and held subject to the terms of such agreement.

It is mutually agreed between the parties hereto that provision shall be made for the distribution of seventy-five per cent (75%) of the profits of the corporation, so to be formed by the said party of the first part, as aforesaid, on or about September 1st of each year, by way of dividends, and the balance of the profits to remain in the treasury of the corporation as security against possible future loss.

It is further agreed between the parties of the first and third parts that at the expiration of the term reserved in the said lease, or any renewal or extension thereof, the parties of the third parts will endorse, deliver and return to the party of the first part any and all certificates of stock theretofore issued to the parties of the third part in the said corporation to be formed by the party of the first part, as aforesaid; if the parties of the third part ~~shall have fully kept and performed this agreement on their part, and shall have fully kept and performed the several agreements by them to be made hereunder, and shall have made the several payments by them required to be made,~~ ^{received in} that then and in such event, the party of the first part will ~~pay to the parties of the third part the sum of forty-nine hundred dollars (\$4900).~~ ^{for delivery of said certificates & other property to be} pay to the parties of the third part the sum of forty-nine hundred dollars (\$4900). by them originally paid for said stock, and in addition thereto, one-half of the undivided profits and surplus which the said corporation shall then have in its treasury, the intent hereof being that the parties of the third part shall not only receive the cost of said stock, but the proportion of profit and any surplus which the said corporation shall have in its possession at said time.

J.P.
C.P.

J.P.
C.P.

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EIGHTH: It is further agreed that the parties of the second and third parts shall, at all reasonable times, have access to the account books of the said corporation, and shall be entitled to make extracts therefrom from time to time, and to examine them as well as all vouchers and any other contract or paper which calls for the payment of ^{for operating expenses of the theatre in} any money, and no expenditure of any ~~sum of money~~ ^{at any one} ~~time~~ ^{week} of over ~~seven~~ ^{ten} hundred Dollars (~~\$700~~ ^{\$1000}), other than

Appendix O:
 Amusement War Tax Documents sent from Toronto to the
 Shubert Home Office, May 22, 1917 (Source: Shubert Archives)

COPY.

Toronto, May 22/17.

Mr. J.J. Shubert,
 Shubert Theatrical Co.
 223 W. 44th. St.
 New York City.

Dear Mr. Shubert:-

Owing to the death of Mr. Solman's wife the other day, he has not been in the office until today and he asked me to write you in answer to your letter, re, the "War Tax"

I have the sum of \$500.00 set aside for "War Tax" receipts only. I buy the tickets from the firm who is authorized by the Government to make same. The tickets are sold in rolls of 2000 to a roll at the following rate, that is to say, when I buy a roll of 2¢ War Tax which is equal to \$40.00 I give them \$36.00 taking off the 10% which is allowed on the two's.

On a roll of 2000 @ 5¢ I give them \$92.00 taking off 7½% which is allowed on the five's.

On a roll of 2000 @ 10¢ I give them \$190.00 taking off the 5% which is allowed us on the ten's.:-thus

2000 @ 2¢-----	\$40.00 less 10%-----	\$ 36.00
2000 @ 5¢-----	100.00 less 7½%-----	92.00
2000 @ 10¢-----	200.00 less 5%-----	190.00
	<u>\$240.00</u>	<u>\$318.00</u>
	318.00	
Comm.	\$ 21.50	

Now as you will see from the illustration, the "commission" on this amount of tickets purchased would be \$21.50, which is credited to your cash receipts, for this week and not put back into the "war Tax Fund"

(2)

Now according to illustration, I have on hand \$160.00 in cash and value in tickets \$340.00. Should I require the roll of five cent war tax I put same in rack for use, taking \$100.00 out of this weeks attractions receipts, putting the \$100.00 back into the war tax fund. I do likewise with the other tickets I have on hand.

On Saturday the tickets that are left in the racks or the partly used rolls I take count of and if in all counting the 2s, 5s, there remains tickets to the value of \$123.72, I take from the war tax fund this amount, putting same back into this weeks attraction.

On opening Monday, the first thing I do, is to take \$123.72 out of this weeks attraction putting \$123.72 back into the war tax fund. I sell as it were, what I have left of the partly used rolls at the end of the week to the following week.

The money taken in for the war tax must be kept in the drawer containing the money of the playing attraction. That is to say, if, when selling a \$1.00 ticket for the coming attraction, the \$1.00 is put into the drawer kept for the money of that attraction and the five cents you have charged for the war tax you will put into the drawer of this weeks attraction.

On making up the Government Monthly report, which is kept up to date daily by me, I take, for instance, on Monday night the rough box office statement and add to it mentally, the number of the food list and news paper passes.

Enclosed you will find copy of how I take count on Saturday Night of partly used rolls.

Trusting you will be able to see my way of taking care of the war tax.

I remain, Your Very Truly

Asst. Trns.

WAR TAX ON HAND MAY 21st.

2x
 168.000
 150.164
 Tickets 1.336
2x
 26.72

5x
 60.000
 58.738
 Tickets 1.262
5x
 33.10

In Vault
 1 roll of 2000 @ 5 \$-----\$100.00
 1 roll of 2000 @ 2 \$-----40.00
 actual cash on hand-----270.18
~~270.18~~

\$ 89.32

410.18
 \$ 500.00