

PLAYTIME:
U.S. PUBLISHERS, PLAYWRIGHTS, AND AMATEUR PLAY PRODUCTION
IN THE LATE NINETEENTH AND EARLY TWENTIETH CENTURIES
by
ROXANE HEINZE-BRADSHAW

A dissertation submitted to the Graduate Faculty in Theatre in partial fulfillment of the requirements for the degree of Doctor of Philosophy, The City University of New York

2013

© 2013
ROXANE HEINZE-BRADSHAW

All Rights Reserved

This manuscript has been read and accepted for the Graduate Faculty in Theatre in satisfaction of the dissertation requirement for the degree of Doctor of Philosophy.

April 15, 2013

Date

Chair of Examining Committee
David Savran
Distinguished Professor

April 15, 2013

Date

Executive Officer
Jean Graham-Jones
Professor

Jean Graham-Jones
Professor

Marvin Carlson
Distinguished Professor

Supervisory Committee

THE CITY UNIVERSITY OF NEW YORK

ABSTRACT

Playtime:

U.S. Publishers, Playwrights, and Amateur Play Production
in the Late Nineteenth and Early Twentieth Centuries

by

Roxane Heinze-Bradshaw

Advisor: David Savran

The role of the theatrical publisher and licensor has long been ignored and/or underexamined within historical studies of theatre in the United States. In this dissertation, I endeavor to bring new light to the relationship between the publishing and theatrical industries in the United States in the late nineteenth and early twentieth centuries, with a specific eye toward their combined effect on and interaction with the amateur play production market. I argue that the rise of amateur theatrical activity was necessarily tied to the growth and expansion of theatrical publishing, and that this connection greatly influenced the shaping of a new theatrical landscape across the United States, one based on commerce. My investigation is heavily influenced by Pierre Bourdieu's sociological analysis of the role of publisher as cultural middleman, but I also explore the conservative impulses of the burgeoning U.S. middle class, and how those impulses bolstered the unique position of these play publishers, helping to place and maintain companies that masked their economic motives with a message of cultural uplift as cultural arbiters. Throughout the dissertation, I attempt to explicate the role of the amateur theatrical producer, as well as the amateur's relationship to both the playwright and publisher. To this end, I rely heavily on primary resources detailing the decisions and actions of amateur theatrical producers,

playwrights, and publishers, including such materials as letters, internal memos, ephemera, contracts and sales information from publishers' archives, as well as case studies of two amateur theatres, the Peoria Players of Peoria, IL, and the Footlight Club of Jamaica Plain, MA.

ACKNOWLEDGEMENTS

I could not have completed this dissertation without the extreme patience and surprising faith of the Graduate Center Theatre faculty. I have to extend particular thanks to the members of my committee, Jean Graham-Jones and Marvin Carlson, for sticking with me over the years and providing astute advice. My advisor, David Savran, deserves particular thanks. I always left his office feeling a renewed confidence in my work—my flagging confidence shored up by his clear-eyed guidance and targeted feedback. I must also thank Lynette Gibson, the Assistant to the Program Officer, for always providing me with the calm assurance that everything would be all right. I would also like to gratefully acknowledge that my research into the Footlight Club Archive held in the Harvard University Library’s Theatre Collection was sponsored by Martin S. Tackel through a generous American Theatre Research Fund Award.

I would like to thank my former colleagues at Samuel French (Inc. and Ltd.) for their support in my efforts to uncover archival materials hidden around the company in various forgotten files and boxes. Their support of this project had been invaluable, and for that I am in their debt. I must also thank Christopher Sergel III, the president of the Dramatic Publishing Company for allowing me access to the company’s archives and offices, as well as turning me on to the wonderful and terrible tool of archival acquisition that is eBay. I must also extend my warmest appreciation to the many librarians, both public and private, that have taken the time to help me in my idiosyncratic searches and wild goose chases, particularly those at the following institutions: the Harvard University Library, the Peoria Public Library, Bradley University Library, the Aurora Public Library, Northwestern University Library, and the Boston Public Library, among many others. I would also like to thank the Peoria Players, particularly Bob Brandes, for their suggestions and guidance in finding research leads.

From my first day on this earth, my parents have been unwavering in their love and support of me, and no words exists that would adequately express my gratitude to them, so I’ll simply say, “thanks for everything.” I would like to thank my good friend Carly Smith for her clear-headed advice, piercing

wit, and ever-available ear. I must thank my husband, Thomas Bradshaw, for his unwavering support of my research and writing, even in the light of what often seemed like insurmountable odds. I draw continual strength from his indomitable presence in my life. Finally, I think the person that deserves the most credit for the completion of this dissertation is my son, Drake Alexander Bradshaw. He is the reason I found the strength to leave my position as Managing Editor at Samuel French, Inc. and focus all of my attentions on the completion of my degree. To that end, I would like to dedicate this work to him, the fire-haired little dragon who stole my heart and gave me purpose.

Table of Contents

List of Illustrations	ix
Chapter One	1
The Play as Livestock A Common Analogy Explored	
Chapter Two	32
Selling the Play U.S. Publishers and the Rhetoric of the Royalty Payment	
Chapter Three	94
Buying the Experience The Amateur Consumer and the Power of Play	
Chapter Four	158
Owning the Act Copyright, Contracts, Piracy, and the Amateur Market	
Conclusion	208
Works Cited	215

List of Illustrations

- | | |
|--|-----|
| 1. Image from the cover of a Samuel French & Son catalogue circa 1870s | 82 |
| 2. Photograph of the Footlight Club Players in their production of <i>False Pretensions</i> (1895) | 141 |

Chapter One The Play as Livestock: A Common Analogy Explored

In September of 1878, Mr. Samuel French, play publisher, was interviewed by the *New York Times* in his London office about the vagaries of copyright and performance rights in the publishing of plays in the United States and England. As Mr. French argued for the importance of stronger international copyright laws, he drew an analogy that was perhaps even more revelatory than he intended: “I don’t see that a man is entitled to be blamed for legally defending his property whether it be a drama or a horse.”¹ His comparison reveals the very understanding that underlies the concept of copyright law, which is that a literary work (or in this case a dramatic one) is “property,” to be dealt with and protected as any property would be in a market economy. Oddly enough, however, the imagery of livestock, and horses in particular, seems to be a favorite of those who discuss publishing, whether they be trumpeting or degrading it. Over one hundred years after Mr. French’s interview, this imagery was paraded out again and used as an understated, but very sharp, stab at the industry of publishing by Pierre Bourdieu: “[The publisher’s] “authority” is itself a credit-based value, which only exists in the relationship with the field of production as a whole, i.e. with the artists or writers who belong to his “stable” – “a publisher,” said one of them, “is his catalogue” [...].”² Whether praising or berating the profession, the horse-trading metaphor is a consistent reminder of publishing’s commercial agenda. The imagery evoked provides a vivid entry point into the relationship between the theatrical publishing industry and the amateur play production market in the United States in the late nineteenth and early twentieth centuries, particularly when considering how the concept of “property” was applied to plays and performances, and how it evolved over time. While this period encompasses both Victorian parlor theatricals and the Little Theatre movement, I will

¹ “How Foreign Plays Find a Market,” *The New York Times*, September 30, 1878, 2.

² Pierre Bourdieu, *The Field of Cultural Production* (New York: Columbia University Press, 1993), 78. My italics.

argue that, when viewed from the perspective of the play publishing and licensing business, all amateurs, regardless of their particular motivations, were customers, and that this relationship helped shape the amateur stage in the U.S. In these pages, I will demonstrate that the rise of amateur theatricals was necessarily tied to the growth and expansion of theatrical publishing, and that this connection greatly influenced the shaping of a new theatrical landscape across the United States.

In investigating how these publishers came to be so integral to both the amateur market and the theatrical industry at large, it is helpful to briefly revisit the horse-trading metaphor. Samuel French, Inc. managed to acquire the mystique of cultural authority, due in great part to its long maintenance of a marketable “stable.” Just like Coca-Cola or Johnson & Johnson, Samuel French, Inc. became a known and trusted name. To forge such a brand is an extremely vital and useful commodity, here elucidated by Bourdieu:

For the author, the critic, the art dealer, the publisher or the theatre manager, the only legitimate accumulation consists in making a name for oneself, a known, recognized name, a capital of consecration implying a power to consecrate objects (with a trademark or signature) or persons (through publication, exhibition, etc.) and therefore to give value, and to appropriate the profits from this operation.³

This notion is not confined to the critical writings of scholars from the late twentieth century, either. Writers in the late nineteenth century stated as much, if with a slightly less critical eye. John W. Harper, in his contribution to a work commemorating one hundred years of “American” commerce, wrote:

A selective power on the part of the American publisher is one of the elements of his success. Though the publisher must always strive toward the production of the best

³ Ibid., 75.

books, he must bear in mind how different are the ages of his readers and the variety of tastes. Nevertheless the imprimatur on a title-page must be regarded as *the flag* covering the merchandise. A discerning public at a glance determines for the most part from the name of the publisher the quality of the wares purchased.⁴

In addition to paralleling Bourdieu's observations, this quote is particularly worthy of note due to its placement in a larger work celebrating the American businessman. A quote from the editor's preface highlights the patriotic charge under which the above was written:

It is an American story; but the United States is the most conspicuous illustration and example of the nineteenth century and its results. Peace and free institutions have furnished the opportunity for individual efforts. States constructed, cities founded, wildernesses settled, and vast populations prosperous in varied industries are the rich contributions of our country to the world's progress in the past hundred years. Capital and labor have caused and shared this creation of power and production, and this volume, which is an encyclopedia of industrial development for a century, written by business men, is appropriately dedicated to the business men of America.⁵

Set in this context, Harper's reference to the publisher's imprimatur as a "flag," in addition to the propriety connotations it conjures, harbors a nationalistic sentiment. This sentiment can also be found throughout much of the literature surrounding the publication of plays during this period and into the twentieth century, as will be explored further in this chapter and beyond. This nationalism serves to bolster the position of the publisher, shifting their role from middleman to arbiter – a critical and much belabored distinction, as will be shown. It is

⁴ John W. Harper, "American Publishing," *1795-1895: One Hundred Years of American Commerce, Vol. 1*, ed. by Chauncey M. Depew (New York: D.O. Haynes & Co., 1895), 310-11. My italics.

⁵ Chauncey M. Depew, ed., *1795-1895: One Hundred Years of American Commerce, Vol. 1* (New York: D.O. Haynes & Co., 1895), xvii.

during this period that Samuel French becomes as close to a household name as perhaps any theatrical company ever has in the United States, taking on this role of arbiter for much of the country's amateur theatre, the realm of those hearty few with time on their hands that, in addition to producing their own plays, also frequent and help to maintain the larger machine of commercial theatre. These amateur consumer/producers and their relationship to publishers like Samuel French form the focus around which this dissertation is centered, and the relationship is both long and complicated.

The bulk of this dissertation will focus on the late nineteenth and early twentieth centuries. Specifically, the 1856 copyright amendment, which recognized dramatic performance rights, will serve as the starting point for this discussion; for even though this was a rather weak amendment with very little enforcement, it legally identified performance as something that could be owned, a concept central to this investigation.⁶ The date of the minimum basic agreement negotiated by the Dramatists Guild, 1926, will serve as the other bookend to this dissertation. In this agreement, "authors insisted on exclusive ownership of copyright."⁷ While this agreement was negotiated between professional producers and playwrights, it had an impact on the extended life of a play as it entered the amateur play publishing realm as well, serving as a base-line expectation of what rights a playwright should have, with ownership of copyright the primary focus. While this may at first glance seem an unwieldy range of time to undertake in a dissertation, I in no way claim to be writing a full history of this multifaceted period. I limit my study to the dynamic relationship among the play publisher, his product, and his customers, with

⁶ "An Act Supplemental to an Act Entitled 'An Act to Amend the Several Acts Respecting Copyright,' Approved February Third, Eighteen Hundred and Thirty-One," Act of Aug. 18, 1856, 11 Stat. 138. As this title is extremely unwieldy, I shall refer to it as the 1856 Amendment for brevity's sake throughout the dissertation.

⁷ George Middleton, *The Dramatists Guild: What it is and Does...How it Happened and Why...* (New York: The Dramatists Guild of the Authors League of America, 1959), 10.

these dates providing clear bookends to such a discussion, and with the expectation that others will expand upon this work in the future.

This period also encompasses a time of incredible expansion in U.S. geography, law, and industry, forming the necessary foundation upon which this study is constructed. As the United States grew westward, laying train tracks and building cities, it also became a world player in the realm of industry and trade. Printing technology improved, public education increased the number of literate citizens, and a growing middle class with a certain amount of free time began to develop. This environment provided the perfect opportunity for the development of structured leisure time, and amateur theatrical organizations, both for adults and for children, quickly emerged to fill the need. Providing physical activity, social engagement, entertainment, and, often, moral instruction, these organizations, sometimes loosely bound, and sometimes rigorously structured, provided an outlet for “locals” to explore the stage. As these local groups began to crop up, a need for material became clear, and play publishers, already in the business of printing the literature of the stage, quickly became cultural middlemen between the professional theatrical realm of playwriting and production and that of the amateur consumer, even cultivating a growth in plays penned specifically for amateurs, both by professional and amateur playwrights. Reaching back to our analogy, the publishers’s cultivation, production, and packaging of their “stables” necessarily influenced the experience of their consumers, the amateur producers, and thereby played a part in the cultivation of a larger, national, theatrical aesthetic.

Their methods and marketing are especially tied to copyright and its development. I will show how the publisher’s relationship with their primary consumers, those amateur producers, changed demonstrably through the development of royalty fees above and beyond the cost of a

play script. For example, an excerpt from a pamphlet published by Samuel French, Ltd., the British branch of the company, offers yet another livestock metaphor and serves to explain the relationship of the author to his work, and his work to the amateur consumer in a market economy through the eyes of the publisher:

In homely simile, a play is the dramatic author's "milch cow." Milking a cow does it no harm, but a dairy farmer would make a poor living if he allowed his cows to be milked by all and sundry, provided the milk were given in charity. Like a cow, the play has only a limited "life." Sooner or later it will cease to give "milk," and then, unlike the dry cow, it will not even have a hide to be sold.⁸

In this case, the simile is used in order to explain to amateurs why they need to pay for play royalties, even if they themselves are not collecting an admission fee for performance, but it offers much more in the way of revealing the attitude with which the company approached authors, and expected authors to approach them. Far from a middleman in a capitalist system, the publisher is framed by this quotation as a benevolent and patriarchal farmer who ultimately has to protect his livestock from poachers, although, interestingly, dismisses a used-up play as worth less than an old cow's hide! The worth of the play is determined solely by its salability, and thus the old adage that the author is only as good as his last work. Those who can produce a marketable product that can be sold by the publisher are deemed worthy, and their play is classified as "good," while those who cannot are dismissed entirely. This relationship between royalty collection, copyright law, assignment of quality and marketing will be explored in greater depth later in this dissertation. But first, as the terms "good play" and its cousin "good clean

⁸ Samuel French, Ltd., *French's: The House for Plays* (London: Samuel French, Ltd., 1937), 26. While this reference is from the British end of the company, and a bit later than the focus of this dissertation, it parallels other such publications and notices provided by both Samuel French, Inc. and other U.S. play publishers in this period and reaching back to the turn of the century. A further discussion of this developing dialogue about rights can be found in chapters two and four.

play” will turn up again and again throughout this dissertation, it is important to examine how they are being defined and used.

U.S. publishers developed a vocabulary, both metaphorical and functional, that allowed easy categorization and was often patronizing, but it is useful to examine these communications, as they are critically important to our understanding of the relationships at hand. In placing themselves at the center of the artistic exchange between amateur and playwright, they also intimate that neither could successfully survive without their guidance; amateurs would undoubtedly select poor materials that might place themselves and their companies in financial, social, personal, and even moral jeopardy, while playwrights would not be held to standards of decency and artistic accomplishment and would inevitably produce uninspired drivel unworthy of the stage. Perhaps I exaggerate, but not very much. As demonstrated in this chapter and throughout this dissertation time and again, U.S. publishers tout their ability to cull the best of the playwriting world and hold the hand of the amateur as they produce artistically and morally respectable works for the stage; to separate the good from the bad, as it were. I would argue, however, that this role of cultural arbiter was one of much greater complexity than is proclaimed by such publishers. As previously mentioned, the concept of a good play (to which the adjective “clean” is often added) is tied to the salability of a work, but it also encompasses its moral uprightness, social appropriateness, and perhaps both last and least, artistic accomplishment. When U.S. publishers talk of “good clean plays” they are speaking in a code that aims to reassure the amateur producer of her own propriety, even as she takes the potentially dangerous step onto the stage, and they are ensuring their role as a guardian of the amateur producer, their primary customer.

To explore this dynamic situation in depth, our analysis must juggle three main players in the market triangle: playwrights (the producers), play publishers (the middle men), and amateur producers (the consumers). It is important to keep in mind, however, that the roles and relationships of these players fluctuate as the field changes. For example, while the amateurs play the role of the consumer in this triangle, they are also producers (as I have noted above), in that they produce the theatrical works that they purchase (or license) from the publishers. Their actions influence not only the publishers by what they purchase, but also perhaps other amateurs by what they produce, thereby initiating a second production of the work that they have presented. And, as will be discussed in greater depth later in this dissertation, the path of the amateur performer was often a very tricky and cautiously navigated one whereupon he or she might actually be able to negotiate the social stigma of professionalization while maintaining their social status (albeit rarely). Therefore, rather than divide the dissertation up into these roles, I have decided to organize it according to the following acts: selling the play, buying the experience, and owning the act.

In chapter two, *Selling the Play*, the U.S. play publisher will take the lead. Since this study focuses primarily on the role of the publisher as it relates to and interacts with both the playwright and the amateur consumer/producer, we begin with them, focusing on the rise of Samuel French within the industry. I then move on, in chapter three, *Buying the Experience*, to discuss the amateur consumer/producer's role in the increase in theatricals throughout the United States during the period. Finally, in chapter four, *Owning the Act*, I tie all of this back to the act of ownership: personal, institutional, and national. Ownership is the integral concept without which copyright would not exist, playwriting would not be the marginally profitable profession

that it is, amateur play publishing would not have been worth pursuing, and the amateur theatrical industry would never have reached as far and wide as it did.

Methods that I will employ to investigate these relationships—playwright/publisher, publisher/amateur, amateur/playwright—will be heavily influenced by Pierre Bourdieu’s sociological analysis of the role of publisher as cultural middleman. While I do not share Bourdieu’s disdain for publishers, I do see his approach as vital to understanding the intricacies with which publishers negotiate their often contradictory position between art and commerce. Indeed, that is what makes the U.S. play publishing industry an especially interesting study, which necessarily demands a multifaceted approach that brings together economics, sociology, and aesthetics in an effort to understand what has been an important, but poorly documented and understood, force in the development of what we know as “American Theatre.” Of course, Bourdieu’s analysis is firmly based in the study of French culture, but his language and theorizing of multiple forms of capital will prove very useful as I work to tease out and interrogate the actions of publishers, playwrights, and amateurs. This analysis will demystify those actions that are apparently contradictory, such as the publication of plays that are initially economically unprofitable, and revealing the machinations behind seemingly obvious choices, such as the production of New York hits by amateur theatre groups. Play publishers, amateur producers, and playwrights are at all times engaged in the accumulation, distribution, and manipulation of economic, social, cultural and symbolic capital. However, these exchanges do not necessarily always follow the paths that are expected. For example, the inverse relationship between economic and cultural capital in modernism, as analyzed by Bourdieu, does not necessarily hold true for the players under investigation in this study, particularly in the realm of the amateur theatre. Following his lead, as the object of study must necessarily condition any

argument concerning it, I would argue that the relationship between economic and cultural capital are ultimately much more complex and varied, especially as the focus of study narrows to investigate sub-cultures within society. As pointed out by Eileen Curley in *Beyond the Pocket Doors*, the relationship between socio-economic status and cultural capital became more elastic at the turn of the century:

As the century drew to a close and amateur theatricals, long removed from the parlor, began to shed the remaining protection of charitable giving, the amateurs relied almost entirely on their reputations and socio-economic positioning to differentiate themselves from the professional actors whose skills they often admired and respected. Yet, many amateurs who had achieved minor fame, or even moderate success, on the amateur stage attempted to adopt the professional stage as a career. This step, while seen as logical for those in dire financial straits or otherwise in need of a career, was hardly welcome news to many of the families that resided at the top of the social ladder. Yet, by the end of the century, many of the women who turned professional did so in part by claiming the social advances and privileges levied upon them by the increasing presence of the “new woman.”⁹

While this dissertation will not give great attention to the professionalization of amateurs, per se, it is important to keep in mind that this porous barrier between amateur and professional is constantly negotiated, discussed, and fretted over throughout the period in question. The unique space created by the production of an amateur performance troubles the field in which the various forms of capital are exchanged. This dissertation will necessarily bring these exchanges

⁹ Eileen Moira Curley, “Beyond the Pocket Doors: Amateur Theatricals in Nineteenth-Century New York City” (PhD. diss., Indiana University, 2006), 16.

of capital, and their idiosyncrasies, into focus as primary to all three points of this U.S. theatrical triangle (playwright, publisher, amateur producer).

As economics is a very pertinent factor within this triangle of influence, the economic studies of Jack Poggi and Alfred Bernheim are especially helpful starting points and models of analysis for my investigation of wider trends within the play publishing and amateur theatrical industries. This investigation will include, for example, an exploration of the impact of play publishers on play selection and production across the nation, as tied to their maintenance of a catalogue of wide distribution. Also, not all plays published came from a successful run in New York City. It is important to study some of the other production sources from which play publishers acquired material. Many plays were written specifically for amateurs, either by “in-house” writers or by those playwrights wise to the burgeoning market. Clarifying the intricacies of the production, distribution, and consumption of play scripts will be paramount in this dissertation.

The packaging, printing, and advertisement of plays by theatrical publishers provide one of the few accessible and somewhat abundant primary resources for such a study, and therefore the examination of paratexts is integral to this investigation. These could include title pages, catalogues, advertisements, author’s notes, cast lists, publisher’s notes, etc. As defined by Gerard Genette, the paratext is:

[. . .] a *threshold* [. . .] a zone between text and off-text, a zone not only of transition but also of *transaction*: a privileged place of a pragmatics and a strategy, of an influence on the public, an influence that – whether well or poorly understood and achieved – is at

the service of a better reception for the text and a more pertinent reading of it (more pertinent, of course, in the eyes of the author and his allies).¹⁰

While this dissertation is grounded in socio-economics, the material book as a means of cultural transmission is still vital to such a discussion, and will help to expand and explore the relationships involved. To that end, I would like to draw particular attention to Genette's use of the term "transaction" and connect it to Bourdieu's concept of different sorts of capital. The transactions occurring through the paratext are inevitably multilayered ones of social, cultural, and economic significance. While Genette makes note of the author having the upper hand in such transactions, I would argue that in the realm of the play, the publisher often took the power position in regard to paratextual content, especially as they often had ownership of the entire work. It is therefore necessary to ask how plays and playwrights are portrayed in such materials. What is the placement, content, and tone of the paratexts included in the published plays? How do these paratexts mediate the relationship between the publisher and amateur, the amateur and playwright, the playwright and publisher? Examples will be discussed throughout the dissertation.

Having laid out the general topics of the upcoming chapters and the basic methodology of the dissertation, I will now expand further upon the concepts explored in each chapter. In chapter two, *Selling the Play*, the rise of amateur theatricals at two historical points, right after the Civil War and during the Little Theatre movement at the beginning of the twentieth century, prompted a growth in play publication and sales, as the introduction to a bibliography of dramatic pieces for amateurs attests:

In view of the fact that the magazine which printed even a list of one-act plays is instantly

¹⁰ Gerard Genette, *Paratexts: Thresholds of Interpretation*, trans., Jane E. Lewin (Cambridge: Cambridge University Press, 1997), 2. Author's italics.

in great demand in that particular number, and also that constant calls were received asking for suggestions for a play, it seemed there might be a place for such lists, bibliography, and suggestions as are here compiled. I knew from experience, that, obvious as the lists seem, they were in great demand by many who have no time to give to the finding of material for amateur production. The sale of the first edition in less than a year assures me that it fills a need and I have, therefore, enlarged it, adding material in various forms, bringing it all up to date with complete corrections so far as possible.¹¹

But the question remains, who, or what, ultimately instigated the publication of a play? While such a question must take into consideration the many vagaries of publication, the fact that even publishers espoused their own theories about the growth in the amateur market invites inquiry.

The boldness with which T. R. Edwards, a Managing Director of Samuel French, Inc. in the early twentieth century, asserts his theory of why a rise in amateur theatricals occurred during his tenure demands further examination: “As the quality of available plays improved, the number of amateur clubs increased, and I was able to deduce from this that *the demand followed the supply*. In other words, the more good clean plays that were offered, the more they were used.”¹²

While Edwards espouses that the amateur theatrical industry has turned the market economy on its head, he also places his company (and more generally, theatrical publishing companies) as the prime mover in the growth of amateur theatricals. How these amateur groups spontaneously formed upon the publication of “good clean plays” is left unexplained. However, while it is unlikely that they sprang fully formed from Zeus’s head, his comment does point to a close relationship between amateur groups and theatrical publishers. It is also worth noting the use of the term “good clean plays” within context. Here we have the perfect example of that which was

¹¹ Gertrude E. Johnson, *Choosing a Play* (New York: The Century Co., 1920), v.

¹² T. R. Edwards, “The Evolution of Play Publishing,” *The Drama*, March 1925, 121.

defined earlier in this chapter: salability, moral uprightness, social appropriateness, and artistic accomplishment all rolled into one seemingly benign phrase, used by the publisher to assert his prowess and indispensability. At times symbiotic, and at others parasitic, the interactions of the publisher and amateur producer/consumer helped mold a larger national aesthetic, as well as solidify the theatrical experience as a tradable property that could be bought and sold within the “free” market. As opposed to other forms of publishing, the creation of play books, commonly called acting editions, was not for a strictly reading public, although such a public was also anticipated. They were instruction manuals on play production, acting, design, and even promotion, shaping the way amateur performers entered the world of theatre, imaginatively and physically. Pushing Edwards’s analysis further, the question remains: did the push and pull of supply and demand cultivate dramatic offerings that were pleasing to the greatest possible public? Did, as he proposed, publishers benignly inform amateurs of what was worthy material and prompt them to put on a show, or did they attempt to anticipate the desires of amateur producers and then fulfill them? Certainly theatrical publishers exhibited a “feel for the game,” attempting to acquire and market those works that they felt would sell. Their persistent assertions as to the quality of the work within their catalogues not only spoke to the cleanliness of the pieces, but the artistic prowess, whether such comments were hyperbole or no. It is worth investigating whether this concern for “quality” was influenced by a demand for a “native” American drama of greater literary status on some level. Also central to this examination, from the other side of the exchange, is how the amateurs reacted to and or influenced what was offered by play publishers. Did they care whether or not a play was “a good clean” one or bad? What sort of criteria influenced their decision-making? Given the necessarily patriarchal and moralistic tendencies toward “public instruction” and betterment through the arts, what role did publishers

play in the dissemination of ideas and perspectives, both conservative and rebellious in tone? How did this dynamic influence the playwright, both professional and amateur? And how did copyright change the landscape for all of these interactions? I will look at the flexible triangular relationship that developed among amateur producers, theatrical publishers, and playwrights throughout this period in the hopes of disentangling the intricate web of often contradictory motives, actions, and choices that established theatrical publishers as arbiters of the United States's stages.

As a means of entering into this analysis of the unique position of play publishing in the United States, especially as regards those publishers who produce "acting editions" for the amateur theatre market, I will focus primarily, although not exclusively, on the oldest continuous publisher of plays in the English-speaking world, Samuel French, Inc. This is due in part to the company's significant archives and available historical data, as well as the long temporal and wide geographical reach of the company. It is one of the few play publishing companies founded in the nineteenth century that is still in existence, and in its long tenure has had a great influence on the world of play publishing and licensing, as well as all that it entails.¹³ I will also bring in many of the other publishers that have come and gone during French's tenure, including Lacy, Baker, DeWitt, Dick and Fitzgerald, and Ames (among others), as well as Dramatic Publishing, one of the other few remaining companies that has been in existence since the nineteenth century.

French's staying power was due in great part to the company's acquisition of a virtual monopoly in play scripts through the take-over of smaller publishers' catalogues as well as the dogged pursuit of the latest plays on the boards, aided by strengthened copyright laws, which

¹³ In an attempt at full disclosure, I should note that I worked at Samuel French, Inc. for ten years in various capacities, eventually becoming the Managing Editor. While under its employ, I was granted permission to examine the haphazard archival holdings of the company, with the knowledge that I would be using them in this dissertation.

ultimately bolstered the company's profitability and longevity. The development of both stage-right and copyright law in the United States and in the United Kingdom will, therefore, also be given significant study as it relates to the growth of the publishing and playwriting industries. In addition to discussing the progression of the actual laws, an examination of how or whether those laws were enforced, ignored, adjusted, and interpreted by publishers, amateurs, and playwrights will also be integral to this study. Copyright necessarily solidifies the materiality of the play, bringing a greater focus to its economic worth, while also drawing attention to its cultural, social and national value. As Lawrence Lessig succinctly states, "The law turns the intangible into property."¹⁴ The origins of the law and the many debates that helped to frame it were from the very beginning steeped in nationalism, as pointed out by Ronald V. Betteg in his book *Copyrighting Culture*:

Seeking copyright protection for his English textbook, [Noah] Webster launched the lobbying campaign for literary property rights with a petition to the Connecticut and New York legislatures. Though pursuing specific protection for their own works, Webster and other members of the embryonic U.S. literati cast their arguments in terms of the national interest and the development of a national literature. The Connecticut legislature responded to this appeal with the first state copyright statute (January 1783).¹⁵

These efforts were soon felt by the young federal government as well and influenced "a set of nation-building proposals—one by James Madison and one by Charles Pinckney [. . .] that reflect the role that the federal government would play in supporting the rise of a national U.S. economy within the context of competitive capitalism."¹⁶ These early actions led to the first federal copyright law of May 31, 1790, which, while it did not include dramatic works, did help

¹⁴ Lawrence Lessig, *Free Culture: The Nature and Future of Creativity* (New York: Penguin Books, 2004), 84.

¹⁵ Ronald V. Betteg, *Copyrighting Culture* (Boulder, Colorado: Westview Press, 1996), 24-25.

¹⁶ *Ibid*, 26-27.

to solidify the role of the publisher in the dissemination of knowledge to the larger public, an element that is underscored by the title of the act: “An Act for the *Encouragement of Learning*, by Securing the Copies of Maps, Charts, and Books, to the Authors and Proprietors of such Copies, During the Times Therein Mentioned.”¹⁷

This connection between publishers and copyright law continued to grow, and while strengthened copyright laws during the period in question (from 1856 forward) began to clarify and protect the rights of playwrights, they also bolstered the business of play publishing and guaranteed publishers a central role in the “protection” as well as distribution of plays. This allowed publishers to draw a greater connection between publication and worthiness for consumption by the American public. This is not a new concept, the connection between publication and literary or social worth has been with us for many centuries, as Brander Matthews points out in his 1906 article *On the Publishing of Plays* with this quotation:

“‘Dramatic works,’ so Fontenelle declared two centuries ago, ‘have two tribunals to satisfy, both equally dangerous, one because it is too tumultuous, the other because it is too quiet; and a work is fully assured of glory only when the quiet tribunal has confirmed the decision of the tumultuous tribunal.’”¹⁸ Matthews’s article, contemporary with the proliferation of theatrical texts after the strengthening of copyright laws, focuses primarily on this question of worthiness, which for him resides in the agreement of the literary reader and the theatrical audience. There is no doubt that the bulk of what was published by the dominant theatrical publishers of the day would have fallen short of what might be considered worthy by Matthews, or even Edwards, as evidenced by a continuation of his previous quotation: “The same club that twenty years ago was

¹⁷ “An Act for the *Encouragement of Learning*, by Securing the Copies of Maps, Charts, and Books, to the Authors and Proprietors of such Copies, During the Times Therein Mentioned,,” Act of May 31, 1790, 1 Stat. 124. My italics.

¹⁸ Brander Matthews, “On the Publishing of Plays,” *The North American Review* 182, No. 592 (March 1906): 417.

satisfied with a threadbare farce, began to use plays like *Seventeen*, *Come Out of the Kitchen*, *Daddy Long-Legs*, *Little Women*, a delicate fantasy of Dunsany's, or a charming farce of Lady Gregory's."¹⁹ Now, the generic "threadbare farce" that Edwards refers to with such authority was no doubt published by his company, which raises the distinction that also needs to be made between those publishers that focused primarily on supplying the nation with playscripts and those that offered plays along with a catalogue of other "literature." Publishers like Samuel French were publishing works that were perhaps considered less literary than others, but their claims to moral and social "appropriateness" bolstered this tenuous connection to a larger concept of "worthiness" bestowed upon the play through the act of publication. While the publisher himself may have been extremely cynical about the product he provided, he still made sure to point out a play's worthiness for publication, and his role in determining that worthiness as a reason that amateurs should look to him for guidance. This also translates into the proliferation of guidebooks and suggestions that amateurs not try to produce anything beyond their capabilities:

The manager of a professional theatre ponders long and deeply before assuming the risk of a heavy play; but the average amateur is ready to tackle anything from tragedy to burlesque, without a thought of the consequences. Here, then, is the prime cause of many failures. And right here I want to impress one cold, hard fact in the minds of my readers. *Don't be too ambitious.*²⁰

This above quotation, from a guidebook published by Harold Roorbach in 1890, provides a very straightforward example of such assistance, and is yet another example of the way in which

¹⁹ Edwards, "The Evolution of Play Publishing," 121.

²⁰ Charles Townsend, *Amateur Theatricals: A Practical Guide for Amateur Actors* (New York: Harold Roorbach, 1890), 25. Author's italics.

publishers saw themselves as educating the public with what they offered in their catalogues. Every publisher of note had at least one amateur how-to book, if not more, in their catalogue.

The publishers served as a gateway to dramatic literature, much of which was determined to be too difficult for the amateur, and so yet another service the publisher provided was the tempering of the dramatic experience for the masses. This allowed them to define what made a play valuable, and therefore influence what was written for the market. There is great evidence that authors for the amateur market were attempting to anticipate the needs of producers, as demonstrated by this letter to the Dick and Fitzgerald Company in 1904:

Dear Sirs-

I send you today by commercial post a play entitled "Her Ladyship's Niece," for four male and four female characters. My friend, Mrs. M. L. M. Davis of New Orleans, has told me that the popularity of her plays is partly due to the fact that all her characters "pair off," there being an equal number of men and girls in each. I have "paired off" all the characters in "Her Ladyship's Niece," hoping that this would appeal to amateur actors, if you decide to publish the play.

I am sorry that I am unable to enclose stamps for its return, but I cannot get American stamps here. If you return the play, kindly do so by commercial papers post, but I sincerely hope you will not have to do so.

Very Truly Yours, Evelyn Simms²¹

It would appear that Dick and Fitzgerald decided not to return the script, as this letter was found in a contract file. This letter provides a clear example of an author, perhaps an amateur herself, writing strictly for the amateur stage. This was very common during the period, although such

²¹ Evelyn Simms to Dick and Fitzgerald, 11 March 1904, Samuel French New York Archive, Samuel French, Inc., New York.

works would most likely have been placed in a similar category to Mr. Edwards's "threadbare farce," they also made up a large bulk of publishers's catalogues. The distinction between these works created specifically for the amateur stage, and those plays written for professionals that trickled down into the amateur market will be explored further in chapter three.

This brings us to the act of Buying the Experience, in which one must evaluate the role of the amateur producer/consumer. This third chapter will focus on the amateur players that made up the bulk of theatrical publishers's clientele. In viewing the amateur through the publisher's eyes, the line between Victorian parlor theatrical and the Little Theatre production quickly fades. Within the commercial context, the amateur was, first and foremost, a customer. Even if the nature of the work might change, the publisher's connection to the customer remained fairly constant. But the question still exists—how did their desires and demands influence the catalogue offerings of publishers, and how did the publishers influence what amateur consumers produced? Other questions that this investigation necessarily prompts include: What makes an amateur? Or more specifically, what makes an "amateur market?" In search of an initial definition, we can look to the OED, in which "amateur" is listed as a word of French origin and can be defined as "one who cultivates anything as a pastime, as distinguished from one who prosecutes it professionally."²² It is interesting to note that this term was first used in its current context in the nineteenth century, the era in which this study begins. The OED makes note of an early use (c 1803) that is relevant for its clarification of the economic and social implications of the term: "*Amateur*, in the Arts, is a foreign term introduced and now passing current amongst us, to denote a person understanding, and loving or practicing the polite arts of painting, sculpture, or architecture, without any regard to pecuniary advantage."²³ Translated into the

²² *OED Online*, s.v. "amateur," accessed October 10, 2012, <http://www.oed.com/view/Entry/6041>.

²³ *Ibid.* Author's italics.

realm of theatre, amateur theatre performers are often people who make their money in some other sphere, have completely separate careers, and in their free time act in or help to produce plays for the love of the theatre, or perhaps just for fun. The free time required for such productions immediately limits amateur performers to those individuals who *have* “free” time, the bulk of which hail from the middle classes, the poor not having enough money to undertake such a time-consuming activity on a volunteer basis, and the rich, when they choose to create and or participate in amateur productions, often using their economic and social power to further blur the distinction between amateur and professional. For example, a prominent Chicago area amateur group, The Lake Forest Players, was formed by Mary Aldis, a wealthy married woman who decided to build a theatre on her property in Lake Forest, IL (thus the name) around 1910. The individuals associated with the group often wrote their own works, they were reviewed in many society pages, there was much talk about whether certain actresses should turn professional, and they tended to focus on more experimental or “artistic” pieces, as underlined by a this quote from a call to arms by Aldis’s husband Arthur:

It [the theatre] should be undertaken by those who regard the drama seriously and intellectually, and as one of the oldest and most important arts which, like the other arts, should be kept alive and vital by being kept modern and experimental. This plan would be to begin upon the “intellectual heights,” hoping that their rarified atmosphere would be gradually enjoyed by more and more people.²⁴

I use this example primarily to demonstrate the difference between this type of privileged amateur producer, who had the wherewithal and connections to focus on the “intellectual heights,” and those middle-class producers who were selecting their productions from a

²⁴ Karleton Hackett, “Hope of the Theater as Seen by Mr. Aldis,” Newspaper clipping circa 1909, Mary Aldis Collection, Lake Forest College Archives and Special Collections, Lake Forest, IL.

publisher's catalogue, with whom the focus of this dissertation lies. The distinction between these two groups is not always clear cut, but is important to tease out within the context of this study. Generally, however, it can be said that while the amateur stage did serve as a training ground for actors who would eventually turn professional, more often than not, it was a pastime for those who had enough economic capital to embark upon such activities, and sufficient desire for cultural capital to engage with the stage, as opposed to sport or some other entertainment.

I will explore the impact of all of the aforementioned elements (the rise of the playwright, the sale of plays as commodities, and the growth of play publishing) on the amateur performer in the United States. How did they select the plays they produced? Did they seek out works they had seen professionally, or were they content to produce works created specifically for their purposes and circumstances as leisure performers? How was their perception of the theatre shaped and/or influenced by these play publishing companies that plied them with production advice, catalogues thick with plays, and even perhaps some protection from moral impropriety? Such protection may seem far-fetched, but it was touted routinely by publishers of the time, a quite bold example of which can be found in *An Illustrated Catalogue of the Plays of George M. Baker*:

[. . .] There is not, indeed, in Mr. Baker's entire list of pieces a line, a situation or a suggestion that can offend the nicest sense of decency or propriety.

Mr. Baker's plays, while primarily designed for innocent entertainment, do not ignore the value of the stage as an educator and moral reformer. When a useful lesson can be taught the opportunity is not neglected. Without being mere dramatized temperance lectures, his "Past Redemption" and "The Flowing Bowl" strike a blow for the cause none the less strong because the fist that strikes is artistically gloved. The

cause of Temperance, for which Mr. Baker was all his life an ardent worker, has probably been as usefully served by his dramas as by any single means to its great end.²⁵

This piece is a part of a longer introduction to Baker's works that accompanied his catalogue. His strenuous appeal to the amateur producer connects to the concept of "worthiness" being tied to publication, as discussed earlier in this chapter, as well as Simms's efforts to meet the demands of the amateur market. While loudly declaring the moral propriety of his work, he was playing to the fears and desires of the amateur producer. No one who produced one of his plays would be in danger of being tainted by the stage's less desirable elements, therefore, why would one go anywhere else? Here we also see a focus on temperance drama, a category that was steeped in the morality of the day, and even instigated the creation of its own subheading within publishers's catalogues.²⁶ While few social issues managed to acquire this level of specialization, the focus on morality and cleanliness that this category exemplifies proves a common focus in advertisements and play descriptions, as has already been discussed, and will be explored further in chapter three. Mr. Baker's prolific personal catalogue of works speaks to both the demand for "amateur" plays and the ability of one playwright to focus the bulk of his energies on what most would consider a secondary market (to the professional stage). Although, it should be said that his works were produced by professionals, as well, and those productions were touted in his advertising.²⁷

How these amateurs discovered and made decisions about the plays that they produced is vitally important, with the catalogues of play publishers becoming a heavily frequented resource in the selection of material for production. These catalogues offer short descriptions of each play

²⁵ Walter H. Baker & Co., *An Illustrated Catalogue of the Plays of George M. Baker* (Boston: Walter H. Baker & Co., n.d., ca. 1897), 2.

²⁶ Ames' Publishing Co., "Alphabetical List of Ames' Edition of Plays," *Strawberry Shortcake* (Clyde, Ohio: Ames' Publishing Co., n.d., ca. 1880s), inside front cover.

²⁷ Walter H. Baker & Co., *An Illustrated Catalogue of the Plays of George M. Baker*, 2, 9.

and often break them into categories by genre or theme, and were searchable by author, play title, or number of characters for easy selection. These categories necessarily shaped how amateurs thought about the theatre, perhaps creating and/or enforcing categories already present within society. What publishers decided to publish and display in their catalogues often had a direct influence on what amateur theatrical organizations produced, and their awareness of this fact is demonstrated by their disavowal of their obvious monetary interests. For instance, the following excerpt offers a view of the publisher as benevolent sage:

While giving the public what it wants is good business, it is not always good citizenship. For what with us began simply as a business has—through the expenditure of many thousands of dollars, long years of hard work, day and night, with the co-operation of an able, experienced, and enthusiastic staff of associates—developed into an institution affecting the lives, happiness and education of a nation.²⁸

This overtly nationalistic and paternalistic perspective demonstrates a publisher's perspective on the relationship between publisher and amateur, one that will be explored further in the dissertation, along with its counterpoint, the amateur's perception of the publisher and role of the playwright.

Expanding upon the idea of the “good clean play,” I will explore how the amateur producer both contributed to and subverted this sort of marketing rhetoric, as well as how this rhetoric reflected the growing cultural influence of the burgeoning U.S. middle classes. Their influence definitely bolstered the unique position of these play publishers, helping to place and maintain companies that masked their economic motives with a message of cultural uplift as cultural arbiters. To this effect, I will incorporate not only studies of audiences and their cultivation in the U.S. (Levine, Butsch), but also primary resources detailing the decisions and

²⁸ Edwards, “The Evolution of Play Publishing,” 121.

actions of amateur theatrical producers, such as letters to/from publishers seeking advice and/or soliciting other information. As pointed out by Edwards:

I have been fortunately placed during nearly two generations for the observation of the tastes of the American public in the matter of plays. Day in and day out I have read innumerable letters of teachers, clergymen, priests, dramatic coaches, farmers, lodge secretaries, lumberjacks, college professors, school teachers, Chautauqua directors, from every part of this country and Canada, from remote schools two hundred miles from a railway, telling me what they want and what they do not want.²⁹

While full letters are difficult to find, as they were not the type of material usually deemed worthy of filing by companies, excerpts can be located, and will be examined. I will also incorporate first person accounts of amateur performers and producers, when available; programs from amateur productions; and case studies of particular amateur theatres or communities, specifically the Footlight Club of Jamaica Plain, Massachusetts, and the Peoria Players of Peoria, Illinois.

In any analysis of the printing and distribution of plays throughout the nation in this period, it is useful to revisit the theoretical writings of Walter Benjamin, whose theories regarding cultural reproduction will be explored within this dissertation. Even though play publishers of contemporary plays never attained the massive print numbers that other publishers of literature sometimes enjoyed, Benjamin's work is still highly pertinent to such a discussion, especially when considering the issues surrounding the (re)produceability of a play within an amateur context. Even though play texts were often heavily guarded and regulated, much of this regulation came about because of the greater availability of the actual texts to the public at large through advances in cheap printing, thus making possible the greater (re)production of a

²⁹ Ibid., 121.

theatrical performance. Benjamin's writings are particularly useful in an attempt to dig a little deeper into this changing experience of the amateur producer at the turn of the century, particularly her attempt to conjure a certain authenticity, though hampered by a burgeoning "pay to play" commerce-based acquisition process and the inevitable familiarity of their audiences. Benjamin's concept of "aura" is especially important in light of the contradiction between a play that is enacted live, regardless of where the script has come from, and the narrowness with which the acting editions were edited to match and describe (albeit never completely) the original "authentic" professional productions (when there was one) down to the position of the actors on the stage and the manner in which they delivered their lines. There is a necessary slippage between the efforts of the publisher to dictate the movements of amateurs in a distant environment and the disruptive and vital presence of a live actor on the stage. The struggle to produce an authentic copy, both on the part of the publisher and amateur, is a curious and always ultimately frustrated one. The auratic element of the amateur performance is bolstered by the unapproachability of the original production, but also simultaneously complicated by the presence of the amateur actor, who embodies an immediacy and closeness not generally present in the performance of a professional actor, whose "stage presence" underlines his or her distance, an element which Benjamin stipulates as necessary to the "auratic."³⁰ While it is difficult to study performance during this period so far removed, and such an analysis is further complicated by the often haphazard archiving practices of amateur theatrical organizations, I think this lens provides another intriguing avenue of inquiry into the subjects under study. To that end, descriptions (and in one case a photo) of amateur performances will be compared with the published texts of those plays in question, and play texts will be analyzed for notes adjusting the

³⁰ Glen McGillivray, "King/Cate: Stardom, Aura, and the Stage Figure in the Sydney Theatre Company's Production of *Richard II*," *TDR: The Drama Review* 54, No. 3 (Fall 2010): 161.

stage directions, lines, etc. All possible avenues of exploration into the amateur theatrical experience will be examined in order to tease out a better sense of what that experience was, and how it may have (or may not have) been influenced by play publishers.

Also important will be a discussion of the role of guidebooks and other instructional literature presented to amateurs by publishers. As Edwards pointed out above, the publishers having become the conduit between the amateur and professional theatrical realms, as well as a depot for the flow of information between the amateur companies scattered across the U.S., their attempts to feed that market and anticipate its needs are of great interest. Such instructional material flourishes in the late nineteenth century and continues strong into the twentieth, providing an interesting view into perceptions of the world of the amateur producer at various points in its evolution. Through this multifaceted examination of the amateur theatre, I hope to open up and examine the relationship between the amateur producer, publisher and playwright through the eyes of the amateur in a way that is not often seen in academia, perhaps bolstering, but I hope, also challenging prevailing perceptions about amateur producers.

Finally, the hinge upon which all of these relationships move, the issue of Owning the Act, is explored from all sides. The advancement of the playwright, both professional and amateur, and the way in which copyright legislation during the period bolstered both the rights of the playwright and the economic grasp of the play publisher is integral to this study. In this fourth chapter, I look at how the playwright and the publication industry have worked both in tandem and at cross purposes to influence copyright law, performance practice, and the perception of the U.S. stage. What effect changes in copyright law had on publishers and playwrights is essential. Especially relevant is a more careful analysis of the period in which performance rights became copyrightable, a concept first brought into law on August 18, 1856 as

a rather weak amendment to copyright law, which was later bolstered by the 1897 amendment that imposed criminal penalties for unauthorized public performances.³¹ A large number of legal battles taken up by playwrights and publishers, as well as other amendments, worked in the intervening years to chisel out a copyright law suited to the unique proportions and characteristics of dramatic texts.³²

Prior to 1856, copyright laws secured rights regarding the printed text, but had no authority over the production of that text.³³ Even after the 1856 act, playwrights found it difficult to guard their commercial interests in regards to production, which is the main purpose of a play text and offers a much greater potential of monetary return than paltry book royalties. In the star-driven system of the nineteenth century these issues were exacerbated by the emphasis on the star performer and his or her whims, and the almost complete disregard for the playwright. But as the industrial revolution took hold in the United States, and the theatre began to centralize around New York, publishers saw an opportunity, and set out to become the guard dogs of the playwright's prerogative—for a tidy sum. Publishers, like Samuel French, and influential playwrights, such as Dion Boucicault, were struggling for stronger copyright laws before this, but as Jack Poggi so keenly observed,

No matter what legal protection was available to the author, the detection of piracy and plagiarism was obviously much easier in the days of the combination system, when most plays were produced in a central location, than in the days of the stock system, when

³¹ “An Act to Amend Title Sixty, Chapter Three, of the Revised Statutes, Relating to Copyrights,” Act of January 6, 1897, 29 Stat. 481.

³² These include: “An Act to Revise, Consolidate, and Amend the Statutes Relating to Patents and Copyrights,” Act of July 9, 1870, 18 Stat. 78; “An Act to Amend the Law Relating to Patents, Trademarks, and Copyrights,” Act of June 18, 1874, 18 Stat. 335; and “International Copyright Act of 1891,” Act of March 3, 1891, 26 Stat. 1106. The last act mentioned will be referred to as “The Chace Act” throughout the dissertation, as is customary.

³³ Among others, these include: “An Act for the Encouragement of Learning, by Securing the Copies of Maps, Charts, and Books, to the Authors and Proprietors of Such Copies, During the Times Therein Mentioned,” Act of May 31, 1790, 1 Stat. 124; and “An Act to Amend the Several Acts Respecting Copyrights,” Act of February 3, 1831, 4 Stat. 436.

several hundred companies throughout the county might each do a different play every week.³⁴

In a world increasingly focused on the consumer, wherein theatre was itself becoming more and more commercial, U.S. play publishers found themselves remarkably well suited to the task of policing the playwright's work, their efforts benefiting them as well. As Ronald Bettig has pointed out in his discussion of copyright history in *Copyrighting Culture*:

By concluding that copyright was a statutory right of limited duration, the Court struck against the notion of unlimited monopoly that a natural, perpetual right implied. Thus, once the statutory period of protection expired, the published, copyrighted works passed into the public domain. An author did retain a common law copyright, but only as long as the work remained unpublished. This fact again highlights the central role of capital in bringing a work to the public, a process through which the publisher takes control of and benefits the most from the author's copyright privileges.³⁵

As mentioned previously, this position allowed publishers to draw a connection (not completely untrue, but definitely overblown) between the rise in quality or simply good plays and the protections that the company offered to playwrights. As I have argued, a slippage occurred between the concepts of artistic quality and moral and social appropriateness as play publishers cultivated the authority to choose "good clean plays" over bad ones. They necessarily tied all such concepts together under their imprimatur, aligning their publication of a work with its "worthiness" to publish. When playwrights were legally given ownership over any ephemeral performance their work, the realm of amateur theatricals changed, and the livestock metaphors and quality assertions of publishers became ever more frequent in their attempts to assert their

³⁴ Jack Poggi, *Theater in America: The Impact of Economic Forces 1870-1967* (Ithaca, New York: Cornell University Press, 1968), 250.

³⁵ Bettig, *Copyrighting Culture*, 28.

rights as theatrical middlemen, especially as their power over the plays in their catalogue was both challenged and enforced by the introduction of royalties, for which they became a collection service. As authors began to band together, forming such groups as the Dramatists Guild, and eventually demanding a Minimum Basic Agreement which insisted that the author retain ownership of copyright, it became more and more difficult for publishers to purchase plays outright, their business leaning further toward a collection agency for royalties passed between playwrights and producers. In this way, they began to lose a grip on the actual ownership of titles, but with the new revenue of performance royalties, continued to show strong profits. This development may also explain the increase in patriarchal introductions and explanations in the early Twentieth Century. As their grip on the market became more tenuous, or at least more complex, they began to assert their importance within the market with greater vehemence. However, as recalled by R.R. Bowker in 1896, “Property in a stream of water, as has been pointed out, is not in the atoms of the water but in the flow of the stream.”³⁶ The publishers controlled, or attempted to control, that flow, and that is where the power lies.

This ties back again to the way in which some playwrights, such as Simms and Baker, adjusted their writing to suit their perceived audiences, as well as how publishers began to commission plays to suit their needs (and for which they often retained copyrights, if they could). The relationship between the publisher and playwright, as defined from multiple perspectives, is integral to this dissertation. As play publishers walked an especially fine line between being accidental advocates for playwrights and purveyors of profitable entertainment, they were a source of both concern and interest for playwrights. Some might consider them a necessary evil, others a godsend. Either way the publishers had a great impact on the profession

³⁶ R.R. Bowker, “The Nature and Origin of Copyright,” in *The Question of Copyright* (New York: G.P. Putnam’s Sons, 1896), 319.

of playwriting, the image of the playwright throughout the nation, and the possibility of maintaining a livelihood through the writing of plays.

Ultimately, this dissertation intends to provoke discussion and further research by bringing greater attention to the role of publishers of plays for amateur consumer/producers in the broader realm of U.S. theatrical history. Publishing companies proclaimed contradictory expressions of loyalty to both playwrights and amateur producers; always alternating protestations that they existed to serve the development of playwriting and the protection of playwrights, with assertions that they were duty-bound to provide good, clean, wholesome, educational entertainment for amateur producers. I hope to expose the deeper economic, social, and aesthetic machinations of these relationships, interrogate the issue of ownership and copyright, and answer the essential question of what it was that was really being bought and sold in the amateur theatrical market and how that shaped a larger national aesthetic.

Chapter 2

Selling the Play: U.S. Publishers and the Rhetoric of the Royalty Payment

“Do not forget that the play is property.”³⁷ This economical and straightforward warning to amateurs aptly sets the scene for this chapter on the act of selling the play. The message that it implies, i.e., do not *steal* the play, is a loaded one that raises the question of what constitutes such a theft. Within the field of amateur performance, the definition of theft experienced great changes at the turn of the century, in part due to strengthened copyright laws, but in greater part to the increasing pressure from play publishers and authors to report productions and pay royalties on those productions. The play publishers of the time proved to be integral to the development of a system of amateur royalty collection that solidified the idea of the play as product. The means by which they cultivated this system included a steadily evolving series of threats meant to intimidate the amateur into compliance. The narrative that these publishers presented is one in which the amateur is portrayed as either woefully ignorant of copyright law or deliberately and willfully flouting it, whereas the play publisher is presented as the noble champion of playwrights (and even capitalism itself), educating and/or chiding the amateur into doing the right thing—that which is both moral and patriotic—pay their royalties. Obviously, the play publisher is the most active player in all aspects of selling the play: purchasing the rights to publish and license it from the playwright; marketing it in catalogues, guidebooks, and pamphlets; and then selling both the books and performance rights to the amateur. Therefore, such a study of the increasingly fraught systematization of the sale of books and royalties to the amateur market necessitates a closer examination of the play publisher himself.

Play publishing as a business enterprise experienced a huge growth from the middle of the nineteenth century to the beginning of the twentieth. Various inventions that lowered the

³⁷ Alexander Magnus Drummond, *Plays for the Country Theatre*, Cornell Extension Bulletin 53 (Ithaca, NY: The New York State College of Agriculture at Cornell University, 1922), 249.

cost of printing considerably, in addition to the aforementioned increasing amount of leisure time available to a growing middle class, sparked the capitalist imaginations of many a savvy entrepreneur. Some publishers began as printers, but as they continued in the business of publishing plays, they realized that money could be made from licensing productions as well as selling play scripts to companies around the nation. But what were they selling exactly? What was their product, and how and why did they cultivate, package, and market that product? Was it simply a script, or was there more to it? Were they latching on to a public phenomenon and leeching money from the growing crowd of eager amateurs? Were they nobly supporting a growing sense of national dramatic heritage? I would argue that while motivations can never really be known, as a whole, theatrical publishers attempted to shape the realm of amateur production to their own ends through coercive marketing and increasingly strict regulation. They were intent on exploiting the financial frontier that copyright brought into being to its fullest extent. Certainly, regardless of intention, the effect of theatrical publishers was felt throughout the nation, for better or worse, and their relationship to their product, the play, and their consumer, the amateur producer, was necessarily one of mutual influence. That said, it was very much in the publishers's interest not just to ride the wave of public opinion, but to shape it to their own ends in whatever way they could. Ultimately, by attaching themselves to the growing sense of national pride in both overt and discreet ways, and by tying the burgeoning consumerism of the period to the legislation of the play as product, they managed to shape the way in which amateurs interacted with the theatre and each other, both via the page and the stage.

This chapter will examine the act of selling a play, both the script and performance, and the role of the publisher in that act, noting the considerable changes that occurred from the mid-

nineteenth century to the early twentieth. I will begin, after a brief discussion of publishing as a whole, by introducing the major players in the field during the period in question. I will then examine their attempts to foster, systematize, and marshal the amateur theatrical market. Finally, I will explore in detail the development and implementation of performance royalties in the amateur market; first through the careful chronological examination of royalty notices in play books, then through a fiery exchange of letters between amateurs, playwrights and publishers in the magazine *The Drama*, and finally through a chronological analysis of catalogs from the period.

While theatre is an ephemeral art, as it coincided with publishing, it was downright tangible – book plates for printing being a large commodity. When a publisher acquired another’s business, he would purchase with it all the plates necessary to produce the books. Sometimes he would buy them separately. As noted by Samuel French in an interview with *The Sketch* in 1895, “Here [. . .] is my real storehouse—my bank. Tons of stereotyped plates rest here. From this reservoir we replenish our stock. Here are plays of the Elizabethan age cheek by jowl with modern farcical comedies—alphabetical arrangement makes strange bedfellows!”³⁸ This reference to a “bank” is quite important; while it shifts the metaphor from that examined in the previous chapter, namely horse-trading, it also brings into even clearer focus the capitalist paradigm that shaped the existence of the business of publishing and licensing plays. Ironically enough, as with the livestock metaphor in the first chapter, Bourdieu once again echoes this image of the “bank,” albeit providing an interpretation that is perhaps a bit less tangible, and yet no less applicable: “[The publisher] is the person who can proclaim the value of the author he defends (cf. the fiction of the catalogue or blurb) and above all ‘invests his prestige’ in the author’s cause, acting as a ‘symbolic banker’ who offers as security all the symbolic capital he

³⁸ “A Chat with Mr. Samuel French,” *The Sketch*, June 19, 1895, 434.

has accumulated (which he is liable to forfeit if he backs a ‘loser’).”³⁹ The play publisher is thus a banker twice over, dealing in both the tangible sale of play scripts and the symbolic sale of morally sound and socially responsible entertainments for both reading and production. However, the possession of plates and the investment of one’s reputation into the publication of those plates did not guarantee a firm hold on any particular work. The play, while an often messy, amorphous and difficult to legislate “product,” was none-the-less held captive in a certain form, that of the printed word. In that form, it could be collected, protected, and sold for the right price to those who desired an evening’s entertainment. But the captive text of the play was also dangerous, because it was mobile. Anyone could pick it up, read it, and for that matter, free it from its textual captivity through production. In order to wrestle the play into submission, legal boundaries had to be constructed and someone had to guard those boundaries, all the while allowing greater access to the product, and therefore more profit. Play publishers were well equipped for such a task and took it very seriously, as it ultimately meant greater income stability for them.

However, before we delve into the idiosyncrasies of the play publishing and licensing business, it is important to lay out some of the more significant publishers in the United States at the time and how they worked together to shape the field. While the major dramatic publishers tended to be based in what was becoming the major theatrical center of New York City, this was not universally true. As noted in *The Book in America*:

New York was and still is the seat of a number of substantial special publishers in various fields. However, it is very important to note that there has been no particular concentration of special publishing in New York City. In marked contrast to the trends observed in general publishing, many of the houses devoted to a particular field have

³⁹ Bourdieu, *The Field of Cultural Production*, 77.

been founded in various centers throughout the country, where many of them have remained to this day.⁴⁰

While many of the most prominent companies were based in New York City, and no doubt some of their cultural clout stemmed from their presence in that location, the prevalence and growth of play publishing companies throughout the United States, in many different cities, demonstrate that the potential profitability of play publishing attracted a significant number of entrepreneurs, and that these publishing houses had the potential to exert a great influence upon the cultural development of the nation.

Three notable exceptions to New York as hub are: A.D. Ames of Clyde, Ohio, The Dramatic Publishing Company in Chicago, and Walter H. Baker & Company in Boston. Of course, Boston, while historically a center of anti-theatrical activity, has a longer history of publication than Chicago or Clyde could possibly have, but Baker & Company can serve as an example, though based on the east coast, of a theatrical publisher outside the hustle and bustle of New York City, and it is important to investigate such publishers to see the true range of the industry and its influence.⁴¹ The T.S. Denison Company of Chicago will also be included in this analysis, but as Kevin Byrne has already provided a fairly detailed examination of their business in his dissertation “The Circulation of Blackface: Nostalgia and Tradition in US Minstrel

⁴⁰ Helmut Lehmann-Haupt, Lawrence C. Wroth and Rollo G. Silver, *The Book in America: A History of the Making and Selling of Books in the United States* (New York: R.R. Bowker Co., 1952), 233. This is true even today in the twenty-first century, with such publishers as Dramatic Publishing (est. 1885) in Woodstock, IL, and Eldridge Publishing (est. 1906) in Tallahassee, FL.

⁴¹ Boston’s history of anti-theatricality was evident the very its very first public performance, as Londré and Watermeier note: “Boston’s first public performance, a presentation of *The Orphan* organized by two Englishmen and some Bostonians of their acquaintance at the Coffee House in State Street, led to the March 1750 passage of “An Act to Prevent Stage Plays, and Other Theatrical Entertainments” by the General Court of Massachusetts.” Felicia Hardison Londré and Daniel J. Watermeier, *The History of North American Theater: The United States, Canada, and Mexico: From Pre-Columbian Times to the Present* (New York: The Continuum International Publishing Group, Inc., 2000), 67.

Performance of the Early 1920s,” I will not go into their company history in detail.⁴² Within New York City, there were also a number of publishers of varied importance and notoriety, including Samuel French, Dick and Fitzgerald (later simply Fitzgerald), and Harold Roorbach, among others. Some of these publishers had greater access to the most sought-after professional playwrights than did others, but all had a heavy stake in the amateur play market, and thus contributed its development and systemization. For the purposes of this chapter, we shall move geographically westward, taking in New York before backtracking to Boston and then heading out into the rest of the growing nation. An immediate question that comes to mind is what would compel an entrepreneur to take on the business of play publishing?

As Samuel French was a major, if not the most significant, player in play publication during the later nineteenth century and early twentieth century, it is important to trace his rise to prominence and the influence his company had on the U.S. markets and systems of business, so we will start with him.⁴³ He and his son, Thomas Henry French, were very active in litigation to instigate greater copyright law protections, bought out almost all competitors, and were the only company to operate in both London and the U.S. simultaneously, although many other companies sought ties on either side of the Atlantic. French’s acquisition was often rapid and fluid. For example, in an attempt to gain greater market share in the United States, one of French’s competitors, The Dramatic Publishing Company, based in Chicago, sent along a letter to a British publisher suggesting that they work together to bring that publisher’s titles to the U.S. consumer:

⁴² Kevin Byrne, “The Circulation of Blackface: Nostalgia and Tradition in US Minstrel Performance of the Early 1920s” (PhD diss., The Graduate Center, City University of New York, 2010), 92-95.

⁴³ Samuel French and Thomas Henry French’s comings and goings were even noteworthy enough to be news, as is demonstrated in two articles found in the *New York Dramatic Mirror* from the time: “Mr. French Returns,” *The New York Dramatic Mirror*, February 7, 1891, 6; and “Mr. French, Sr., Here.,” *The New York Dramatic Mirror*, February 21, 1891, 3.

Dear Sir,

I observe that you advertise in "The Stage" certain plays under the general name of Lynn's Acting Edition. Through my agent, Mr. B.J. Stevens, 4 Trafalgar Square, I have ordered a sample copy of each one.

By this mail I send you a copy of our catalogue, from which you will see that we handle plays published by other houses as well as our own. Indeed I believe it is not disputed that we are the largest theatrical booksellers in the United States, and we have, with the new plays now in press, about 140 plays of our own publication.

It strikes me that a very advantageous arrangement can be made between us whereby you can be our agent in England and we your agent in the United States. If this strikes you favorably I shall be glad to hear for you, and to receive your complete catalogue.

Very Truly, Charles H. Sergel⁴⁴

Mr. Sergel was apparently too late, however, as Samuel French had already acquired the firm. His letter was passed along to Wentworth Hogg, then manager and owner of the London end of Samuel French, by Neville Lynn on 1 September 1898, along with the following note:

Dear Mr. Hogg,

Mr. Capper has handed me on my return the enclosed letter from the Chicago Publishing Co. & I have written them that the business has been transferred to you and they must

⁴⁴ Charles H. Sergel to Alfred Capper, 2 August 1898, Samuel French Archive (Business Records), Box 8, National Art Library, London. It is impossible to corroborate Sergel's statement that Dramatic Publishing was the largest theatrical bookseller in the nation. As a point of fact, many play publishers vended their competitors's scripts, as well as other publishers's texts on the theatre, etc., and as the sales records from that time are, as far as I have been able to determine up to this point, lost to history, his assertion cannot be confirmed. As far as the number of plays of Dramatic Publishing's own publication (he lists 140), Samuel French was definitely better stocked, as it had hundreds, if not thousands of plays within its catalogues over its many years of business at that point. Of course, it must be kept in mind that Samuel French, the company, was quite a bit older than the Dramatic Publishing Co., and that this head start, along with the acquisition of other companies's catalogues was in no small way responsible for the greater size of their own publication catalogue.

write to you direct: Possibly, however, you may care to notice the letter as it stands—if you have not already business relations with the firm.⁴⁵

The largest publisher that French bought out was the first, Thomas Hailes Lacy, who founded his own publishing house in London in 1830 (which is the date that Samuel French soon claimed as his own company’s founding date—a curious bit of historical manipulation that was perhaps employed in an attempt to increase the company’s cultural capital). In the same interview with the *New York Times* mentioned earlier, Mr. French displays his own business philosophy in his admiration for Lacy’s (also prominent) penchant for acquisition: “Lacy found that in a business of this kind there is not room for several persons, so he bought out the rest.”⁴⁶

French would seem to have viewed play publishing as a purely economic venture when he began in 1854. In fact, he was set upon buying out everyone else who was in the fledgling market of selling plays. There was little or no distinction made regarding a play’s worthiness to be in print, especially in the beginning. If it was to be performed on a stage, French wanted it. He prided himself on his own uncomplicated approach to doing business, with such statements as, “I defy anyone to say my record is not patently straight and that this business is not conducted on fair, honest principles of plain simple deals.”⁴⁷ However, he also nodded in the direction of the cultural field when he declared that better playwrights will emerge when they are assured of a steady, sizeable income in return for their efforts. This last statement is offered as a partial justification of his pursuit of copyright laws. The very same year that Mr. French was interviewed in his London office, his son, Thomas Henry French, whom he had placed at the helm of the New York office, was numbered among those who attempted to get a new copyright

⁴⁵ Neville Lynn to Wentworth Hogg, 1 September 1898, Samuel French Archive (Business Records), Box 8, National Art Library, London.

⁴⁶ ‘How Foreign Plays Find a Market,’ 1.

⁴⁷ *Ibid.*, 2.

bill passed in Congress. It contained the following: “That the law of copyright shall cover and protect managers, actors and other citizens of the United States who shall procure through purchase the right to a play, be it farce, comedy, tragedy, drama or spectacular representation from a foreign author, for the purpose of playing it or publishing the same in the United States.”⁴⁸ It was ultimately thrown out, as it “was considered to have been framed solely in their own interests, to serve their private fortunes. He was more fortunate, however, in getting a favourable judgement [sic] in the Courts over the rights in leasing plays.”⁴⁹ And indeed, French and son had the unique advantage of straddling the Atlantic with their management, which allowed them to exploit both the British and United States markets. This dual management was necessary due to the fact that the United States did not yet recognize and uphold foreign copyright on American soil, so the only way to protect an author’s rights was for a single company to simultaneously publish the book in England and in the United States. However nobly the intentions behind this action may be construed, the undeniable financial benefits to the company weaken the publisher’s claims to improving the state of playwriting.

But acquisition was not the only element to growing such an unusual business. Perception was key. And even though French boasted of his enormous catalogue of plays, one can find in interviews and company literature, time and again, statements that refer to the “quality” of the works offered, such as this quote from Wentworth Hogg, circa 1899, then the head of the London side of the business:

We always pay a fair price, and can afford to wait a while for our money to come back.

But we do not buy doffing stuff. It must be good and then we are there. You

understand? It is a commercial transaction always, and the dramatist who has honest and

⁴⁸ Samuel French, Ltd., *Truly Yours: One Hundred and Fifty Years of Play Publishing & Service to the Theatre* (London: Samuel French, Ltd., 1980), 12.

⁴⁹ *Ibid.*, 12.

profitable wares to dispose of will find, like John Wellington Wells, that we give the highest price and are the best house in the trade.⁵⁰

This quotation is interesting in that it connects what is “good” to what is “honest” and “profitable.” This is not unrelated to the connection drawn in the first chapter between “goodness” and “morality,” even if it may seem so. While the honesty Hogg mentions most likely refers to a lack of plagiarism, it also echoes French’s comment about “honest plain deals.” There is a connection here between morality and consumerism, wherein there is a morality of consumerism. Obviously, as Hogg dealt primarily with the British side of the company, this was not exclusive to the U.S., and how could it be, what with the porous nature of the theatrical and literary worlds between the two countries. However, I would argue that this morality of consumerism was raised to the level of national pride in the United States. As Norris notes, “by 1920 the image projected by advertisements in popular magazines already defined the American dream in terms of a consumption ethic. The copywriters’ view of the good society was overwhelmingly upper-middle class and achieved largely through consumption of whatever product was being advertised.”⁵¹ While Norris is focused on advertising, his relation of the terms “consumption ethic,” “good society,” and the “American dream,” support my assertion. I

⁵⁰ “A Chat with Wentworth Hogg,” n.d., ca. 1899, Samuel French Archive (Business Records), Box 8, National Art Library, London. According to *Cassell’s Dictionary of Slang*, “doff” is a variation of “duff,” which, in the adjective form “duffing,” is defined as such: “1. [mid-19C] worthless, false, esp. of goods sold as more valuable than they really are. 2. [late 19c] foolish, incompetent.” Jonathon Green, *Cassell’s Dictionary of Slang*, 2nd Ed., (London: Weidenfeld & Nicholson, 2005), 419, 459. In the context of Wentworth Hogg’s statement, it would appear that he was using the first definition of the term, although that use does not preclude the implication of the second definition. Hogg’s reference to John Wellington Wells is somewhat convoluted, however. Wells is the name of a sorcerer in the comic opera *The Sorcerer* by William S. Gilbert and Arthur Sullivan, and it would appear that Hogg is referencing the character’s song “John Wellington Wells,” in particular the following lyric: “We’ve a first class assortment of magic; / And for raising a posthumous shade / With effects that are comic or tragic, / There’s no cheaper house in the trade.” W.S. Gilbert and Sir Arthur Sullivan, *The Sorcerer, An Original Modern Comic Opera* (New York: Wm. A. Pond & Co., n.d., ca. 1870s), 14. It would appear that Hogg misremembered the lyric, and is using the reference to shore up his statement that Samuel French, Inc. is the best in the (play publishing) trade, but instead of referencing low prices offered to customers, as the lyric states, Hogg points out that the house is willing to pay a high price for quality plays.

⁵¹ James D. Norris, *Advertising and the Transformation of American Society, 1865-1920* (New York: Greenwood Press, 1990), xvi-xvii.

would also argue that this morality was tied, inevitably, to copyright, since in order to participate in a consumerist society, one needs a product that can be bought and sold (or rented, as the case may be), and as the theatre is an ephemeral art form, very difficult to pin down and regulate, it needed to be legislated into a viable product. This legislation will be dealt with in greater detail in Chapter Four. For now, it is important to note that, throughout the nineteenth century and into the twentieth, play publishers continually strengthened their rhetoric in regards to morality, copyright, and national pride – regularly asserting that their company’s dealings were honest and educative to the nation, as they offered “good clean plays” for production, all the while defending and protecting the playwright’s legal property.

On the subject of national pride, it is interesting to note that just before he began publishing plays under his own name, Samuel French published a short lived trade magazine written and edited by Cornelius Mathews in 1850. I say published because Samuel French’s name appears at the bottom of the front cover, but the advertisements that are present in the magazine are for William Taylor & Co., the firm for which he was working at the time, prior to striking out on his own (and taking over their stock). So it is not clear where the two companies might have been in the transition. Perhaps the established company was giving young Samuel French his first shot at publishing on his own? Regardless, the most important element here is that Samuel French’s name appears on the masthead, and his would be the reputation that was associated with both the content of the magazine, as well as Mathews, the man who wrote it.

Cornelius Mathews was a strong, and well-known, proponent of copyright and, hand in hand, a great advocate of national literature, starting the Young America movement in the 1830s. The Young America movement “advocated the establishment of a literature that would both

articulate the needs and ideals of the American people and provide them with inspiration.”⁵² Mathews felt that the development of an international copyright agreement and strengthening of copyright laws were essential to the growth of this national literature. His heyday was earlier than our period of focus, and by the time he was writing the *The Prompter* in 1850 (under the pseudonym “the Man Behind the Curtain”—anonymous, but certainly recognized by the people in his field) he was past his prime, more of a nuisance than a resounding voice.⁵³ However, he was definitely still connected to these twin ideas of national pride and copyright, and the fact that Samuel French would publish his industry magazine is of note, even if it was short-lived. Mathews’s advocacy of the American author and copyright bordered on zealotry, and whether directly or not, this publication tied Samuel French to Mathew’s assertions. For a young up-and-coming play publisher in United States – he began publishing plays in 1854, according to *Truly Yours* – this connection might serve his ends. Although his acquisition strategy (if you can call it one) was very broad, especially as he began his fledgling company, perhaps he saw a useful cultural and social connection to be made here. This magazine was meant for the industry, so it could serve as a calling card for Samuel French, as well. “Look out for my name – I’m someone you should know.” Ironically, Samuel French includes a note stating the earliest “English” editions of plays will be sent upon order. This would seem to refer to British plays, which would perhaps contradict the associations made with national pride in homegrown plays. How can he be fostering native playwrights while looking to London for new works? No doubt this would have irritated Mathews to no end, as he desperately wanted to keep British authors from dominating the literary field in the United States.⁵⁴ Samuel French’s eventual move to London further belies these efforts, but the connection remains, and the narrative of national pride and

⁵² Allen F. Stein, *Cornelius Mathews* (New York: Twayne Publishers, Inc., 1974), 18-25.

⁵³ *Ibid.*, 17.

⁵⁴ *Ibid.*, 26.

copyright expands as the turn of the century closes in, and then comes into its own in the twentieth with the development of the little theatre movement, and the market expansion that occurred for publishers at that time. By this period, Samuel French the firm (the man was long gone) espoused its own dedication to, and pride in, “American” works without condition (never, of course, neglecting to supply the latest British plays, as well). In 1925, in an address to the Drama League of America, Barrett H. Clark, then the Editor-in-Chief of Samuel French, Inc., expressed the following:

The tide has turned and Europe, which once ridiculed and patronized the source of the most vital drama now being written and produced. There is nothing to compare in the old world with the group of significant plays by American writers offered in New York during the last two seasons.⁵⁵

Clark openly embraced such writers as Eugene O’Neill and his compatriots, even writing the first definitive biography of O’Neill.⁵⁶ A little over ten years after this statement, Clark would break with Samuel French and help found and run the Dramatist’s Play Service, which itself evolved out of the Dramatists Guild’s dissatisfaction with how amateur rights were being handled by companies such as Samuel French. While this topic is slightly out of the time range of this dissertation, more information about Clark’s move to the new company and its growing pains can be found in Mark Philip Weitzenkamp’s dissertation, “The Influence of Barrett H. Clark on American Theatre.”⁵⁷ Clark’s excitement over the latest crop of American writers, and their national importance, is displayed in the following quotation: “At their best, indeed, they owe to life itself, the life of this country, more than they owe to the drama of any other land of

⁵⁵ “Europe Turns to America for Vital Drama,” *Times-Star*, May 29, 1925. Clipping found in Barrett H. Clark Collection, Box 4, Yale University.

⁵⁶ Barrett H. Clark, *Eugene O’Neill* (New York: Robert M. McBride & Co., 1926).

⁵⁷ Mark Philip Weitzenkamp, “The Influence of Barrett H. Clark on American Theatre” (PhD diss., University of Washington, 2003), 207-60.

epoch. It is their distinction that their roots are sunk into the ground rather than in the theatre. They have used the theatre and made it an instrument, and in so doing have given it a meaning and a dignity it never had before.”⁵⁸ While Clark’s career proved to be much more expansive than his stint at Samuel French, his connection to the company (when he went on book tours, he always listed his position with French, as well as his publications) undoubtedly strengthened the ties between Samuel French and a national pride.

While a display of national pride, per se, may not have been at the forefront of the Walter H. Baker Company, its strong connection to native works, and in particular the works of George M. Baker, (not to be confused with George P. Baker of “47 Workshop” fame), definitely demonstrates a feeling for what its customers, primarily amateur producers, wanted. The company frequently published works that were first produced by amateur groups, and advertised the fact on the title pages of their playbooks with such notes as: “Originally written and produced by the Sisters of Mercy, Meriden, Conn.,” and “As originally performed by ‘The Footlight Club,’ at Eliot Hall, Jamaica Plain, November 28 and 29, 1893.”⁵⁹ This type of community connection not only demonstrates to the reader and potential amateur producer that the work was (ostensibly successfully) produced by other amateurs, but it also implies that Baker’s plays are appropriate for, and literally created for, the amateur producer in a way that others may not be so tailored.

Their other publications also pointed to a more down-home clientele than that of some other publishers. In the 1920s, the company began publishing *Baker’s Drama-Gram*, “every so often [. . .] to help make the buying of plays easier, more interesting and more profitable for Baker Customers.”⁶⁰ I have not been able to pinpoint when it was first published, as the only

⁵⁸ Barrett H. Clark, *An Hour of American Drama* (Philadelphia: J. B. Lippincott Co., 1930), 26.

⁵⁹ Sisters of Mercy, *The Grand Baby Show* (Boston: Walter H. Baker & Co., 1896), title page. William Maynadier Browne, *Red or White?* (Boston: Walter H. Baker & Co., 1895), title page.

⁶⁰ Walter H. Baker Co., *Baker’s Drama-Gram*, Vol. VI, No. 3 (Boston: Walter H. Baker Co., 1929), 1.

copy of the magazine that I have been able to acquire is from 1929, and is marked as volume six, number three. I have estimated the 1920s date, as that is when the editor of the magazine, Theodore Johnson, helped incorporate the company. It would also line up nicely with the advancement of the little theatre movement, and a growing interest in all things theatrical.

The magazine itself is similar to *The Reader's Digest* – amusing anecdotes, poems, words to the wise, and original and reprinted articles. Much of the material deals with the theatre, but there are also a significant number of articles, etc. that are barely related to the stage. Ads are, perhaps it goes without saying, included throughout the magazine. Even more interesting than the magazine itself, is how the publisher viewed and marketed the magazine. In just one catalog from 1926, the *Drama-Gram* is advertised in casual, folksy stories and direct address appeals no less than three separate times. The most elaborate example follows:

PERSISTENT PRAYER

Of course we have to remind you every once in a while why we are sending “The Drama-Gram” to you. Our purpose is wholly selfish. Just as flowers are equipped by Nature with beautiful colors and sweets to attract the pollen distributing insects, so we are filling most of our space with interesting articles and stories designed to appeal to you solely as a human being, in the hope that some of our pollen in the form of suggestions, will stick to you, and when you are in need of plays or entertainment material, you will come to us naturally.

We are a little bit wiser than the little girl who said to her mother:

“Mother, did you hear me say my prayers last night?”

“Yes, my dear.”

“Did you hear me ask God to make me a good girl?”

“Yes, my dear.”

“Well, he ain’t done it.”

We keep on making suggestions to you month after month, and it is quite possible, you know, if you do not become a client of ours this year, our persistence, plus our convincing arguments, will bring you to us next year or the year after.

Our firm has been in business for seventy-seven years and we are conducting our business with the thought in mind that it will be in existence many years hence. Look upon “The Drama-Gram” therefore, as a sort of “persistent prayer.”⁶¹

This rather over-worked analogy is demonstrative of the tone taken in most of the short snippets and essays strewn throughout this 1926 catalogue, of which there are many. It is curious to note that, in a country wherein there was once wide-spread and fervent anti-theatricalism, we now see the notion of prayer being unabashedly connected to the theatre. This anecdote even goes so far as to present the entire publication as a “prayer,” implying that the sentiments within are directed not just to the amateur, but to their God, as well. I say “their God,” for while such a comment insinuates that the publisher and the reader share a common God, it is the reader who will infer and internalize that connection. This illuminates who the intended audience for such a magazine was, and how they were expected to see both the theatre as a whole, and the publisher in particular. The theatre is presented as a wholesome enterprise, and the publisher becomes a knowledgeable, but relatable, companion.

Not only do these little essays advertise the *Drama-Gram*, they offer advice regarding production practices, anecdotes regarding successful productions, and business updates regarding the use of royalties, etc. At this point, it is the most verbose catalogue that I have come across in

⁶¹ Walter H. Baker Co., “Persistent Prayer,” *A Catalogue of Baker’s Plays* (Boston: Walter H. Baker Co., 1926), 83.

my research. This can no doubt, to some degree, be traced back directly to the editor at the time, Theodore Johnson, as he was also the one who developed the *Drama-Gram*. This tactic of “friendly persuasion” will be examined further in this chapter as the issue of amateur royalties is parsed. But it is worth noting here that we have a very different sort of magazine than the one to which Samuel French was briefly connected. Rather than a trade publication, this is a publication geared specifically toward the amateur realm, with articles like “The Public School Play vs. The Impromptu Class Play” by Helen Gertrude Hicks from Wakefield High School in Massachusetts, and advertisements including one for collections of plays to read in the home, with the following statement included in the introduction, “One does not need to live in a large city to be familiar with what’s new in the theatre.”⁶² This is obviously a magazine meant to appeal to the amateur market; in a way that Samuel French perhaps did not feel the need to do, as they had their feet firmly in both the amateur and professional realm in a way that few other companies could maintain.

The development of the Walter H. Baker Co. is demonstrative of the way in which publishing companies quickly changed hands and/or were absorbed in the nineteenth century. Its genealogy moves along the following line: Herbert Sweet Company (1845-1851), William H. Spencer (1851-1870), Charles H. Spencer (1870-1872), who merged with the larger Lee & Shepherd in 1872, the theatrical end of the business being under the name George M. Baker & Company from that point. However, while George was a prolific playwright, the day to day business of the company was handled by Walter H. Baker, his brother. In 1892, well after the death of his brother in 1885, Walter H. Baker formed a partnership with Frank E. Chase, whose portion of the company was passed along to Theodore Johnson, and the two of them eventually incorporated the business in 1920 under the name Walter H. Baker Company. This company is

⁶² Walter H. Baker Co., *Baker’s Drama-Gram*, 1-5, 9.

still in existence, although in name only, as a subsidiary of Samuel French, Inc. (which acquired the company in 1951).⁶³

This sort of genealogy was common. Play publishers rose up and folded regularly during this period.⁶⁴ Why some survived and some did not is perhaps not immediately clear. Did they try to produce books that were too costly and therefore skewed their profit-margins? Did they not sufficiently market their works? Were they publishing “doffing stuff” as Wentworth Hogg might have said? Probably all were true at one point or another. Certainly Walter H. Baker bought out at least some of Dick and Fitzgerald’s plays, which company had already bought out Harold Roorbach’s stock, so even though publishers folded, the works they published were often incorporated into other catalogues, rather than completely being lost. Their “banks” were consolidated.

A.D. Ames, a small publisher based out of Clyde, Ohio, catered to the amateur market and was himself a reportedly successful amateur actor. According to Roger E. Stoddard and Hope P. Litchfield, his customer base ranged from “Rhode Island to California and from Wisconsin to Alabama,” and his “firm published nearly 500 plays between 1870 and 1917.”⁶⁵ It is interesting to note that Mr. Ames began his career first as a printer at a local newspaper, something that he and Samuel French shared in common.⁶⁶ The education in the world of newspaper printing provided the technical knowledge as a base to enter into the realm of

⁶³ “Samuel French, Inc. Company Growth Chart,” n.d., ca. 1985, Samuel French New York Archive, Samuel French, Inc., New York.

⁶⁴ This is borne out by the following note found in a 1923 Dramatic Publishing Company catalogue: “The following concerns have been purchased and absorbed at the dates mentioned: G. Pierce & Co., Chicago, 1887; M. J. McGrath & Co., Chicago, 1898; The DeWitt Publishing House, New York, 1900; Roxbury Publishing Co., New York, 1902; Charles MacDonald & Co., Chicago, 1912.” The Dramatic Publishing Co., *The Dramatic Publishing Company’s Descriptive Catalogue of Plays and Entertainments* (Chicago: The Dramatic Publishing Co., 1923), inside front cover.

⁶⁵ Roger E. Stoddard and Hope P. Litchfield, “A.D. Ames, First Dramatic Publisher in the West. With a guide to the publications of A.D. Ames and Ames’ Publishing Co. of Clyde, Ohio, 1870-1917,” *Books at Brown* (Providence, R.I.: Brown University, 1966), 95.

⁶⁶ *Ibid.*, 96.

publishing, in particular publishing cheaply and quickly for the masses. He also, as did other of his contemporaries, published instructional books and yet another magazine for amateurs, the *Amateur Theatrical Record*, as evidenced by the following ad text in one of his play editions:

There are hundreds of Amateur Companies in the United States and Canada, and thousands of Amateur players, and some organizations give performances during the entire year, others for a few months only. This class of people had no paper devoted to their interests until the Record was established. In its columns are noticed all new plays, as issued, all manner of inquiries relative to the stage are answered. A complete list of our Edition of dramas is given in each issue. Correspondence from Amateur Companies is given, stating what is produced, and with what success. An important feature is the publication of a short farce in each issue....The subscription will be 50 cents per year—30 cents for six months, and 15 cents for three months.⁶⁷

Sadly, I have not been able to locate a copy of this magazine, and its many possible insights may have been lost to history. Still, it is noteworthy that an amateur actor trained in the profession of publishing went on to successfully run his business by mail-order for many years, and that he felt such a magazine was useful and marketable to his clientele. Unlike other trade magazines for professionals and/or fans of the drama, this was a practical resource for amateurs—a space in which their ideas, successes, and advice could be shared and enjoyed. It brings to mind an early version of Music Theatre International’s Showspace online, another space for amateurs to share information about their work provided by a show licensor (if not a publisher in the strictest sense), that also allows the editors to market new works that MTI controls, much like Ames

⁶⁷ W. Henri Wilkins, *Ames’ Series of Standard and Minor Drama, No. 102: The Turn of the Tide, or Wrecked in Port*, (Clyde, Ohio: A.D. Ames, 1880), quoted in Litchfield and Stoddard, “A.D. Ames, First Dramatic Publisher in the West,” 140. While I have been able to find other references to this magazine and its publication, I have not been able to find a copy of it.

would include a new farce or listings of plays in his magazine.⁶⁸ While separated by over a century, both companies aim to cultivate and, to some extent, control the community of amateur producers whereby they make their profit. By shaping the space wherein these amateur producers can interact, they also shape the conversation, placing themselves at the center as the benevolent creator and protector of that space, all the while exploiting it for their own gains.

Ames began the business in 1870 with his brother-in-law, Reuben P. Holgate.⁶⁹ This venture lasted two years and resulted in 39 numbers of “Ames and Holgate’s Series of Standard and Minor Drama.”⁷⁰ After a brief return to the newspaper business, he later came back to play publishing in 1873, this time as the sole proprietor until his death in 1887, at which point he had published 250 numbers of Ames’s Series of Standard and Minor Drama.⁷¹ That number grew to 491 by 1917, after his widow and then son took over the business.⁷² This was a somewhat modest operation in an office built behind his home, although the ability to mass-market through the mail did allow for a solid business. The following quote from a local paper, taken from family scrapbooks, demonstrates the conditions under which Mr. Ames was conducting his affairs:

The first floor of Mr. Ames’s present quarters is occupied by his presses, type, and all other appurtenances required in the printing, binding and other work done on his publications. The second story is his stock room, where he keeps 100,000 copies of the standard dramas, comedies, and similar works, together with an extensive line of sheet music. Mr. Ames does all his extensive business by mail. . . . He carries a fine line of the

⁶⁸ Music Theatre International, *MTI Showspace*, accessed February 23, 2012, <http://www.mtishowspace.com/>.

⁶⁹ Stoddard and Litchfield, “A.D. Ames, First Dramatic Publisher in the West,” 96.

⁷⁰ *Ibid.*, 96.

⁷¹ *Ibid.*, 96.

⁷² *Ibid.*, 96.

plays and publications of other dramatic publishers, aside from his own works, and had made it a rule to fill all orders for any piece of music, book, or amateur supplies, etc.⁷³

While Mr. Ames's venture was definitely on a smaller scale, he and other publishers benefited from the ever-growing mail-order culture. This method of merchandising was pushed forward by the advent of the Sears Roebuck catalogue, and advanced further by the development of the rural free delivery system:

Another factor in the success of mail-order merchandising was the creation of rural free delivery and the parcel-post system. Prior to rural free delivery (RFD), rural people had to travel to town to pick up mail and packages; once in town they frequented local merchants and general stores, and bantered with friends. Proposed in 1891 and endorsed by Postmaster General and Philadelphia department-store magnate John Wanamaker, RFD was a system of direct-to-home mail delivery. Local merchants lobbied against it for years, to no avail. Eventually it was installed, converting the farmer into a modern consumer; it made the promise of mail-order merchandising all the more possible, as it eroded the turf of local, small-scale enterprise. Made from a catalog in the comfort of the home, each selection was a negotiation between customary life and the attractive network of an emerging national commercial market.⁷⁴

This quote is more directly related to the purchase of tangible products in a rural setting, and catalogues had been in existence already for quite some time, but indeed, this growing institutional framework is what aided smaller catalogue distributors, like play publishers, to gain access to an equally wide range of the United States consumers. This method of advertisement and distribution allowed a small publisher and amateur theatre lover to reach out to other

⁷³ Ibid., 96.

⁷⁴ Stuart Ewen and Elizabeth Ewen, *Channels of Desire: Mass Images and the Shaping of American Consciousness* (New York: McGraw-Hill, 1982), 43.

amateur producers throughout the nation, sell his down-home know-how and turn a tidy profit, all from Clyde, Ohio.

Another important publisher of the time, and one of higher prestige, is the Dramatic Publishing Company, a firm originally based out of Chicago (and currently Woodstock, Illinois) that has had significant staying power, though being founded at a later date, in 1885. The letter provided at the beginning of this chapter was from Mr. Sergel, and indeed, whether or not Sergel succeeded in becoming a distributor for “Lynn’s Acting Edition,” he did succeed in growing a healthy and long-lasting company, one that is still in existence today, run by his successors and still in the Sergel name. Sergel started in the printing business at a young age, and was a self-made man. Before heading out on his own, he worked for the Western News Company for eight years, eventually working his way up to manager.⁷⁵ This is relevant because, while the company name doesn’t reveal any theatrical intentions, the firm did publish plays.⁷⁶ Sergel published other non-theatrical works as well, under his own name, and even printed a magazine, in the same vein as A.D. Ames, but while Ames’s magazine seems to have been geared toward the practicalities of the amateur producer and actor, Sergel’s was framed around and tied to the development of The Drama League of America. Entitled *The Drama*, its first Volume became available in February 1911, and featured the bylaws of the Drama League, as well as essays on performers, new plays, etc. It was a very high-minded publication, geared toward highly motivated (and likely upwardly mobile) amateurs and professionals. The “object” of the League, as laid out in that first issue of *The Drama*, provides a good window into the way that theatre was

⁷⁵ “From Regnitzlosau to Chicago,” *The Voter*, April 1915. This article was discovered in the company archive of the Dramatic Publishing Company, Woodstock, IL, and no page number was visible.

⁷⁶ Western News Company, *Descriptive List of Standard and Amateur Plays* (Chicago: Western News Company, n.d., ca. 1880s).

being shaped to fit the middle-class society that had decided to chance a risky embrace of its comely form:

As set forth in its constitution, the object of the League is:

First. To stimulate an interest in the best drama, and to awaken the public to the importance of the Theatre as a social force and to its great educative value if maintained on a high level of art and morals.

Second. To harmonize and unite forces already existing for making this movement nation-wide.

Third. To co-ordinate the work of all associations and individuals interested in educating the public to appreciate and demand the best drama.⁷⁷

Sergel's voice is difficult to find within the pages of this magazine, but his willingness to tie his company to both the League and this publication demonstrates the way in which publishers often took advantage of the middle-class desire to rehabilitate the theatre and make it a safe playing space. In keeping close to such high-minded goals as the focus on the "importance of the Theatre [with a capital "T"] as a social force and to its great educative value," Mr. Sergel ensured that his company would be seen as wholesome and dignified, and his wares would be accepted into homes across the nation. It is not clear why, but Mr. Sergel's publishing of *The Drama* was relatively short-lived, beginning with the first issue in February 1911 and ending with the November 1912, after which point it was published by the Drama League of America. It is possible that the magazine had simply become too great a burden for Sergel to run alongside his regular business. There is no evidence that he was compensated for his editorial work or the

⁷⁷ S. B. Elliott, "The Drama League of America," in *The Drama*, February 1911, 118.

magazine's publication.⁷⁸ Regardless, the benefit he received by his association with the Guild would likely have done nothing but bolstered his business.

Having introduced a representative sampling of those play publishers that were active during the period in question, we can now move on to interrogating their dual roles as both purveyors of plays and theatrical middlemen. As will be discussed in greater detail in Chapter Three, what publishers decided to publish and then display in their catalogues had an influence on what amateur theatricals produced. Sometimes this may have been the only way an amateur producer would know about a certain play or playwright. In this way, the publishers acted as advocates for the playwright, introducing his work to audiences that may not have known of it otherwise. This was (and is), indeed, the argument of many publishers, whether dealing in plays or other literature. However, play publishers walk an especially fine line between accidental advocates for playwrights and purveyors of profitable entertainment. I would argue that most, if not all, of the play publishers in this study were quite clearly commercial endeavors, following Bourdieu's definition of how a commercial publisher selects its products and interacts with its audience (consumers): "A firm is that much closer to the "commercial" pole (and, conversely, that much further from the "cultural" pole), the more directly and completely the products it offers corresponds to a pre-existent demand, i.e. to pre-existent interests in pre-established forms."⁷⁹

However, even as they are servicing a growing demand for home and community entertainment, they are also helping to cultivate and shape a morally sound framework in which the theatre may coexist with the middle-class public. This spawned a cornucopia of amateur theatrical guides which served as instruction manuals in every aspect of the theatre, from

⁷⁸ Morris Ray Bogard, "The Drama League of America: A History and Critical Analysis of Its Activities and Achievements" (PhD diss., University of Illinois, 1962), 48.

⁷⁹ Bourdieu, *The Field of Cultural Production*, 97.

building a wind machine to perfecting one's acting technique, and even to dabbling in playwriting. Every publisher had at least one of these guides in their catalogue, if not several. In her dissertation, "Beyond the Pocket Doors: Amateur Theatricals in Nineteenth Century New York City," Eileen Moira Curley provides a clear analysis of one of the many roles that these guides played for their intended audience:

The guides, when compared to the traditions of the less inhibited amateurs whose activities perhaps inspired the publishing boom in the first place, appear to offer cautionary advice that addresses the moral concerns of a more conservative reader who might need reassurance that theatricals did not present a challenge to moral behavior. Yet, by offering counter arguments to an anti-theatrical tradition that still lingered in some readers's minds, the guides also encouraged amateurs to take to the stage and step beyond the literal and figurative footlights. As amateurs followed both the advice in the guides and their less restricted counterparts, concerns about morality became less connected with the act of performing or with the concept of a theatrical and were instead connected with the commercial theatre that the amateurs and the guides celebrated and replicated.⁸⁰

This ever-growing and cultivated connection between the play publisher and amateur producer was integral to the success of these firms. Play publishers began to draw greater connections between their ability to protect the amateur both from themselves and the dangers of the stage. The tone struck in their marketing and literature was usually patriarchal, sometimes fraternal, but always coercive as they coached amateurs in not only what they should produce and how they should produce it, but how much they should be willing to pay for it.

⁸⁰ Curley, "Beyond the Pocket Doors," 20-21.

Here we arrive at the commercial connection between the amateur and the publisher. It is important to investigate the developing role of play licensing as it impacted that relationship, the origins of which are fuzzy, but the existence of which became undeniable, especially as the twentieth century began to unfold. While the text of a play could be subject to licensing in the nineteenth century, if amateurs were required to pay a license, it was likely that the play was still in manuscript form, as most plays in book form were free for amateurs to produce. Authors found themselves in a strange copyright predicament after 1856. While an author was hypothetically and legally protected by registration with the copyright office; were he to publish the play in the United States, the work would automatically be considered given over to the public domain. As Barrett Clark pointed out in *A Study of the Modern Drama*, which was published in 1925, “It is only during the past decade that American dramatists have allowed their plays to be published. Of all the plays of James A. Herne only one is known to exist, and that is in MS. Most of Bronson Howard’s plays are still not printed, but the recent playwrights, with one or two exceptions, are publishing their work soon after it is performed.”⁸¹ So in order to gather income from his productions of his work, as well as attempt to protect his copyright, he would enlist someone to act as his agent to lease his script to production companies across the nation. Most play publishers also served as manuscript brokers, certainly the major ones, such as Samuel French, did, but the role could also have been taken on by producers, lawyers, etc. The following letter from Samuel French & Son (likely dictated by T. Henry French), demonstrates how play publishers would serve as middlemen for manuscripts, as well as how the “ownership” of such rights was often held by producers, and how the lack of a standardized method of acquiring amateur rights could result in attempts by amateurs to explore multiple avenues of acquisition at one time: “Can you send me a manuscript of *Saratoga*. I don’t want it much but an

⁸¹ Barrett H. Clark, *A Study of the Modern Drama* (New York: D. Appleton and Company, 1925), 361.

amateur club wanted me to inquire you and I promised them I would. They are willing to pay the royalty of \$25.00 per performance. They applied to A. Daly who told them that he owned the N.Y. acting rights and that they if they played it must pay him. Is this correct?"⁸² The fact that the amateurs were attempting to acquire the rights legitimately is worth noting here, as is their attempt to circumvent Augustin Daly. Perhaps he demanded a ridiculously high royalty fee? In this instance, the play publisher becomes the amateur's advocate, while also mildly insinuating that his company (Samuel French & Son) might be better positioned than Daly to handle such rights. His disavowal of any personal or professional interest in the play is certainly suspect, and most likely inserted to distance his request from any perceived attempt to hijack the rights away from Daly. The physical possession and handling of unpublished manuscripts was a high priority during this period, for the reasons mentioned earlier. There is evidence that publishers would hold onto certain manuscripts, rather than publish them, often due to copyright and ownership concerns. This letter from Samuel French to Bronson Howard openly discusses such a situation:

Dear Mr. Howard,

The "Banker's Daughter"

I have read the above and was very much interested. Will you allow me to congratulate you upon its success. I very much regret that it was not sent to me for a first performance here by which means I could have secured the copyright in Great Britain. *Do not fail to avail yourself of this right in future and for the "Banker's Daughter" take every possible care not to let a copy get out and we will do the same here.* I have sent the script to Mr. Wyndham and he promised to read it tomorrow with a view to locating it at the

⁸² Samuel French & Son to Bronson Howard, 23 April 1877, Bronson Howard Papers, Box 6, Folder 1, New York Public Library for the Performing Arts, New York. I say likely dictated because this note is surrounded in a folder by memos to Howard signed by T. Henry French that contain similar prose styles.

Haymarket, just the place for it. When will we expect you over? You will always find the latch string out at 75 Addison Road and Mr. Whiskey Straight and otherwise ready to welcome you. With kind regards in which Mrs. French joins.

Truly Yours, Samuel French⁸³

So it is clear that publishers were not necessarily putting everything into print, especially when more money could be made by keeping the play in manuscript form. The protection of such manuscripts was vital to their profitability, and was a challenging endeavor, as “pirates” were not just lying in wait of a weakness, but deliberately acquiring scripts through any means necessary and then distributing them for their own profit. In Chapter Four I will explore the confusion, outright deception, and continuous legal battles that often occurred both between different publishers (those considered to be reputable, as well as those who were not so considered), all of which worked together to establish regulations and laws that clarified the nature of the play as product in the United States.

As I mentioned earlier, the acquisition of plates was a sort of bank for publishers, but as time went on, the strengthening of copyrights actually provided them with a whole new sort of bank—one that proved a major part of the longevity of these companies—that of performance royalties. Play publishers, when they did handle such royalties, focused such attentions primarily on professionals and stock companies, allowing their catalogues to communicate with the amateur realm. There were exceptions to this, particularly when amateur groups would make requests regarding plays in manuscript, but this wasn’t the bulk of the publishers’s attentions. This did change over time, as the amateur producer began to be regulated to a greater degree (forced to pay royalties for productions and thereby report such productions, threatened with

⁸³ Samuel French to Bronson Howard, 1 February 1879, Bronson Howard Papers, Box 6, Folder 2, New York Public Library for the Performing Arts, New York. My italics.

legal action if such royalties were not paid, and challenged with the expectation that their own members would report lack of compliance), but it was a slow growth. Having been lucky enough to acquire three consecutive annual reports of business activities for Samuel French, Inc. from 1904, 1905, and 1906 (dated February 1907), I find that the majority of the company’s income was derived from performance royalties. In fact, income from performance royalties regularly accounted for three to four times the amount of book sales. The following is a breakdown of income for the three years⁸⁴:

Date	Total Income	Performance Royalties	Book Sales/Merch.
Dec. 14, 1903 - Dec. 14, 1904	\$50,055.79	\$40,004.11	\$10,051.68
Dec. 1, 1904 – Dec. 1, 1905	\$43,320.50	\$31,156.95	\$11,004.03
Dec. 1, 1905 – Dec. 1, 1906	\$47,397.48	\$34,355.18	\$13,042.30

The majority of these royalties can be safely assumed to be coming from professional productions, and not from amateurs, as the majority of books from this period (as will be demonstrated below), still include a caveat allowing amateurs to perform them for free. It is perhaps telling that T.R. Edwards, the writer of these Annual Reports, points out, in each report, the increase in Samuel French’s copyrighted editions as a reason for their solid hold on the market, even against what he sees as increasing competition:

Regarding the publishing business, I can only reiterate the opinion I had last year, only more strongly, that I consider it in better condition today than it has been in a number of years, for the simple fact that we have published in our Copyrighted Editions many most

⁸⁴ T. R. Edwards, “Report of the Secretary and Treasurer of Samuel French,” 14 December 1904, Samuel French New York Archive, Samuel French, Inc., New York, 1; Edwards, “Report,” 21 December 1905, 1; and Edwards, “Report,” 1 February 1907, 1. In the year ending 1 December 1905, two other sources of income were noted; a rebate on insurance of \$42.46 and an amount “for plates” equaling \$1,117.

valuable plays which are selling largely and are a most valuable addition to our lists, as the demand is increasing steadily for new published plays.⁸⁵

In the same report from which this quote was taken, Edwards mentions the sale of performance rights of five plays to professional producers in New York and London, and lists the amount of outstanding stock contracts for the next month as \$3,150.⁸⁶ So here we see that Samuel French already had a strong connection to the stock and professional companies, and had the potential royalty income of the amateur market in their sights. This is borne out by Edwards's boast of having published one hundred and fifty different plays since he took over the management of the company after the death of T. Henry French in 1902.⁸⁷ Of course, these reports are also indicative of a Managing Director attempting to prove his worth to the company in his new position, but as these are internal numbers for which he would have been held accountable, it is unlikely that he would be able to exaggerate much. The publication of these plays under his watch, while useful for the remote stock or common amateur producer and, of course, readers, is obviously not necessary to maintain business relationships with professionals and stock companies, with which manuscripts were clearly circulating under watchful eyes. So it begs the question, how much of that royalty income came from amateur producers? Certainly not the majority, as Edwards doesn't even separate such a number out as he does with the expected stock royalties. Even as late as 1910, the majority of French's catalogue was non-royalty, so this development of the amateur performance royalty market was apparently a rather late one.⁸⁸

⁸⁵ Edwards, "Report," 21 December 1905, 3.

⁸⁶ *Ibid.*, 4, 5.

⁸⁷ Edwards, "Report," 1 February 1907, 3.

⁸⁸ Samuel French, Inc., *French's International Descriptive Catalogue of Plays and Dramatic Works* (Samuel French, Inc., New York, 1910).

Of course, amateur performance had been present for a long time, and as Curley notes, the move from the parlor to more organized community forms of amateur theatrical entertainment muddied the distinction between amateurs and professionals, which also complicated matters:

Issues of performance rights, referred to throughout the period as “piracy,” occur with relative frequency in the years prior to the passage of the Copyright Act of 1891 and comprise two main infractions: performing a play without obtaining performance rights from the author or owner and performing a play from an unofficial, or pirated, copy. The latter generally occurred when a company produced a play at the same time that a legitimately licensed production ran. Legally, commercial and amateur productions alike were not exempt from obtaining performance permission for shows that were performed in public. As such, amateurs who chose to perform in rented halls or public theatres were required to adhere to a different set of regulations than they would if their sole intent was to perform the show in their parlors. Those ever-important steps out of the residence and into a semi-public world placed the amateurs in a liminal world where the law deemed them professionals even though society did not.⁸⁹

While Curley’s quotation must be placed in the context of her study, which focuses on New York City, where the dividing line between amateurs and professionals was often blurred, it can be applied to the larger U.S. as well. And oftentimes, in smaller cities, amateurs and professionals shared a stage out of necessity (there might only be one). However, this muddied distinction between amateurs and professionals, and their often (perhaps deliberate) ignorance of copyright is important to keep in mind as one examines how and when royalties were implemented, and what instigated their gradual systemization across the industry.

⁸⁹ Curley, “Beyond the Pocket Doors,” 219-20. Ms. Curley illustrates this point with a very in depth case study of William Gillette and his fight with a troupe of Brooklyn amateurs that defied his cease and desist order.

Publishers found themselves negotiating the divide between professional and amateur, often attempting to tap the professional for the greater income that it would provide, while taking on the role of “educating” the amateur to the appropriate use of theatrical materials. As noted in the previous chapter, by the 1920s and 1930s, publishers were very comfortably patronizing their consumers with such cartoonish explanations of copyright ownership as that of the “milch cow” which can only be milked for so long until it is no longer of use.⁹⁰ These brochures provided yet another avenue through which publishers attempted to both communicate and dictate the relationship between themselves and the amateur consumer. The professional, they assumed, was already well aware of these laws and regulations.

However, precisely when play publishers began licensing works to amateurs is tricky to pinpoint. Even professionally, royalties were something of a new concept. Bernheim notes that:

Payments to dramatists did not generally burden our managers of the first half of the nineteenth century. In the absence of international copyright laws, English and other foreign plays were available for the cost of the printed copies. To encourage native dramatists to write, managers and actors would occasionally offer cash prizes for acceptable manuscripts. [. . .] Aside from such prize competitions, dramatists had little to hope for in the shape of financial rewards, other than a benefit now and then.⁹¹

Continuing the history of playwright compensation in the U.S., Poggi states that “though there were isolated examples of playwrights’ receiving 5 percent of the gross receipts as early as 1850, the payment of royalties on a percentage basis did not become common till the 1880’s.”⁹²

He then goes on to attribute the timing of this development to three possible coinciding factors: an increase in the worth of new plays in the combination system, longer runs and greater profits

⁹⁰ Samuel French, Ltd., *French’s: The House for Plays*, 26.

⁹¹ Alfred L. Bernheim, *The Business of the Theatre* (New York: Actors’ Equity Association, 1932), 21.

⁹² Poggi, *Theater in America*, 248.

instigating authors to hold out for their fair share, and the precedent that was set by producers and theatrical managers sharing profits (which made it more feasible for an author to ask for his cut).⁹³ Perhaps it would make sense then that most play publishing catalogues do not begin to mention licensing fees for amateurs until around the turn of the century, and rarely mention royalties at all. This would account for the gradual adoption of a change in professional practices within the realm of the amateur—certainly a plausible effect of such developments. When amateur royalty fees are mentioned, they are usually found in scripts during this period, often indemnifying the amateur producer and warning the professional that a royalty is due. So long as amateurs purchased books and their amusements did not interfere with professional productions, they were given a free pass for the most part. But after the 1891 international copyright law was passed, and a greater emphasis was placed on publishing plays to ensure copyright, the licensing of amateur productions also came into play, although the practice was not widespread until the twentieth century. According to company record, Samuel French was the first to come up with the idea of controlling performance rights, although no date is given:

It was the London end of the business that developed the idea of controlling the performing rights and the collection of royalties on them. Samuel acquired not only the publishing rights but also the rights of performance of plays throughout the British Isles, later adding the same rights for America. Authors no doubt began to see the great advantages to be gained by having the wider distribution that could be given through printed copies selling on both sides of the Atlantic coupled with a system that controlled performances and collected royalties.⁹⁴

⁹³ Ibid.

⁹⁴ Samuel French, Ltd., *Truly Yours*, 13.

Despite this assertion in the company's history, it is not clear that French originated the idea of collecting royalties on performances, even if Wentworth Hogg presents it as fact in an article from the period, when he was asked if people ever attempted to avoid paying fees: "More frequently than you would suppose. The favourite [sic] dodge was to alter the title of the piece and rename the characters. This became so serious a matter that we decided to collect our own fees, and organized a system to put an end to the infringements."⁹⁵ However it came to be, and whoever originated the idea, the collection of licensing fees did eventually become widely practiced among publishers, who would, in their editions, often make note that professionals would have to pay a royalty, but, as mentioned previously, they often absolved amateurs of such concerns. The notes clarifying this distinction, as well as their increased appearance around the turn of the century, are likely due to an adjustment to U.S. Copyright Law that occurred in 1897, wherein the earlier law of 1856, which imposed fines of one hundred dollars for the first illegal performance and \$50 for each thereafter, was strengthened by the addition of the following clause: "If the unlawful performance and representation be willful and for profit, such person or persons shall be guilty of a misdemeanor and upon conviction be imprisoned for a period not exceeding one year."⁹⁶ This threat of imprisonment was primarily meant for professionals, but as amateurs were also quite capable of willfully ignoring copyright and making a profit on their efforts (even if a small one), they were also subject to the new provision. Perhaps this is why the "amateur" begins to be separated out by publishers, to assure the amateur producer that they are

⁹⁵ "The Play Shop: The Only Business of Its Kind in the World," *The Penny Pictorial Magazine* 85, Vol. VII, January 19, 1901, no page number visible. Even the origins of professional royalties are unclear. In a footnote, Poggi provides a quick anecdotal comment regarding the fuzzy origins of the professional royalty system in the U.S., which is, I believe, pertinent enough to include as another footnote here: "Charles Frohman is usually credited with introducing the system from London. Marvin Felheim, however, in *The Theatre of Augustin Daly*, claims that Daly began the practice by giving royalties to Bronson Howard." Poggi, *Theater in America*, 248.

⁹⁶ 29 Stat. 481.

not in danger of litigation. Essentially this places the amateur performance in a protective bubble of sorts, one that would, in a very short time, pop.

A useful example of the sort of note mentioned above is provided at the front of *Joe: A Comedy of Child Life in Two Acts*, published by the Dramatic Publishing Company of Chicago in 1897 (notably the same year the amendment that threatened imprisonment was passed), which states: “Notice.—The professional acting rights of this play are reserved by the publishers, from whom written permission must be obtained before performance. All persons giving unauthorized productions will be prosecuted to the full extent of the law. This notice does not apply to amateurs, who may perform the play without permission.”⁹⁷ While this note strictly applies to the play at hand, *Joe*, it can be taken as indicative of how business was generally handled at the time. This is borne out by a similar example from Walter H. Baker & Co. Their publication of the play *His Last Chance or The Little Joker* by Carrie W. Colburn in 1895 includes the following note:

TO MANAGERS.

The professional acting rights in this piece, which is free for amateur performance, are reserved by the author, from whom permission to play it must be obtained. Address her in care of the publishers. Miss Colburn is prepared to furnish entertainment for Lodge, Society, Church, and Club benefits. She may also be engaged for private instruction and for coaching amateurs.⁹⁸

This note is interesting, not just as another example of amateurs being exempted from having to pay licensing fees, but also as an advertisement for the author’s services. In this particular instance, while amateurs are not exploited as a revenue source via performance fees, they are obviously viewed as a potentially lucrative alternative source of income for the author. Here we

⁹⁷ Charles Barnard, *Joe: A Comedy of Child Life in Two Acts* (Chicago: The Dramatic Publishing Co., 1897), 2.

⁹⁸ Carrie W. Colburn, *His Last Chance or The Little Joker: A Comedy in Three Acts* (Boston: Walter H. Baker & Co., 1895), 2.

see that the peripheral market which developed around the amateur theatrical producer has grown from the basics of buying wigs and make-up for production to enlisting the services of a professional to educate them on the essentials of the theatrical realm. And yet, here also, it does not appear that the publisher has taken full advantage of the potential income stream that may have come from such an ad. While the prospective amateur producer would have to contact Miss Colburn through the publisher, nowhere does it mention that the publisher is serving as her agent in this situation. While such advertisements for authorial interaction are generally rare throughout this period and beyond, the fact that such a note would be so openly included in a published book seems even less likely as publishers increase their control over production royalties into the next century.

In fact, as the twentieth century opens, warnings about production rights develop a greater urgency and detail. Progressively more patronizing and threatening, these notes explain in increasing detail how and why the play should be treated, and *respected*, as a product; the playwright, as a craftsman due his rightful pay; and the publisher, as the upstanding guiding hand who deserves a “fair” fee for his helpful services. Letting the examples from *Joe* and *His Last Chance* serve as typical notes from the mid-to-late 1890s, I will demonstrate in the following pages how the language and tone quickly change over the next thirty years.

Throughout the early twentieth century, one can still find a good number of scripts that contain the amateur exception, but increasingly notes stipulating that amateurs must pay a royalty are found. The first place one might logically look to find a reason for this increase in amateur royalties is changes to United States copyright law. And indeed, in 1909, there was a significant codification of copyright that clarified and solidified the law in the United States, granting the playwright copyright protection upon registration and expanding the scope of what

was considered criminal behavior to include the distribution, not just the representation, of dramatic works.⁹⁹ This might have made publishers more particular in their dealings with amateurs, in order to protect their own legal interests, as well as creating a situation wherein they became more beholden to playwrights. I will examine the effects of this change to the law in greater detail in chapter four. However, as noted above, publishers were already moving in the direction of royalty plays, well before the 1909 law was enacted. And, as I will demonstrate later, they were also still purchasing some scripts outright after the law was in place. There must have been some other instigating factors that prompted the development of the amateur royalty system. In fact, this is the period in which warnings regarding another subsidiary right begin to be seen in the front matter of these acting editions—that of the motion picture. With the distribution of feature-length films becoming widespread in 1915, as David Savran notes, a new revenue stream for playwrights and producers was created.¹⁰⁰ At this early point in the film industry, “moving picture rights” were just beginning to hint at the very lucrative future that lay ahead, and authors and agents started to overtly protect those rights. Notes like the following from 1918 are often inserted into works being published during this period:

NOTE: The professional and moving picture rights in this play are strictly reserved and application for the right to produce it under these conditions should be made to the author in care of the publishers. Amateurs may obtain permission to produce it privately upon payment of a fee of ten dollars (\$10.00) for one performance, and \$5.00 for each additional performance, payable in advance. All payments and correspondence should be addressed to Walter H. Baker & Co., 5 Hamilton Place, Boston, Mass.¹⁰¹

⁹⁹ “An Act to Amend and Consolidate the Acts Respecting Copyright,” Act of March 4, 1909, 35 Stat. 1075.

¹⁰⁰ David Savran, *Highbrow/Lowdown: Theater, Jazz, and the Making of the New Middle Class* (Ann Arbor: University of Michigan Press, 2009), 107.

¹⁰¹ W. A. Tremayne, *The Man Who Went: A Play in Four Acts* (Boston: Walter H. Baker Co., 1918), 1.

Here we see the amateur rate spelled out in the text, as well as the reference to film rights, but the note, while deliberately detailed, is not threatening in tone. By 1925, this cautionary note from the same company (Walter H. Baker & Co.) serves as an example of how the language in a simple notice of copyright and royalty has shifted toward the litigious:

CAUTION.—Professionals and amateurs are hereby warned that “TOMMY’S BRIDES,” being fully protected under the copyright laws of the United States of America, Great Britain, the Dominion of Canada and other countries of the world, is subject to a royalty, and anyone presenting the play without the consent of the author or his authorized agents will be liable to the penalties by law provided. Applications for the amateur acting rights must be made to Walter H. Baker Company, 41 Winter Street, Boston, Massachusetts.¹⁰²

The friendly “Note” of 1918 has been replaced by the word “Caution” in 1925, and the threat of legal action is overt. Some of the warnings from this period are downright frightening, presented in such a manner as to scare the amateur (and ostensibly, the professional) into compliance. This was still, to a great degree, a mostly empty threat, as it was practically impossible to know what an amateur theatre group in, say, Decatur, Illinois was producing in a given season unless someone within the community decided to blow the whistle on a potentially illegal production. Of course, this ratcheting up of the rhetoric during the 1920s was most likely due, but only in part, to this very lack of control. Amateur theatrical groups were popping up all over the nation by this period, and the publishers had a very slippery product to regulate. In 1921, Clarence Stratton notes in his manual, *Producing in Little Theaters*: “From all parts of the United States come reports of serious undertakings. From all parts come requests for lists of plays, addresses of supply houses, methods of rehearsing, designs for settings. One publisher of plays reports that

¹⁰² Jack Whisler, *Tommy’s Brides: A Comedy in Three Acts* (Boston: Walter H. Baker Co., 1925), 1.

his mail business in the Southwest equals his entire demand of a few years ago.”¹⁰³ As mentioned previously, the law penalizing those who would produce theatrical works without permission and/or royalty had been in place since 1897, and though the 1909 law made publishers liable in a way that they had not been previously, that law was also hard to prosecute, as I will demonstrate in the case of the Chicago Manuscript Company in chapter four, and had also already been in place for a decade or more by the time these increasingly paranoid warnings began to appear.¹⁰⁴ There had to be some other, newly pressing reason for change in tone. The above-mentioned increase in organized amateur producing groups would make it even more difficult for play publishers to police the field, and therefore provoke tougher rhetoric. However, regardless of how many groups there were, the crux of the issue here is the payment of royalties. These heated warnings would not be necessary if amateurs didn’t have to pay to play. To this end, I would argue that another, even more significant, contributor to the increasingly stringent position of play publishers was the development of the Dramatists Guild’s minimum basic agreement (“MBA”), which was being created and pursued at this time, the terms finally being set by 1926 and most producers having signed on by 1927.¹⁰⁵ I believe that the amateur realm, in the development of this document, was ironically impacted by the increasing interest in film rights, as both would be lumped together under “subsidiary rights.” Jessica Litman points out the impetus that film brought to the MBA negotiations in her explication of its adoption:

The majority of established playwrights insisted they would refuse to sign any production contract with a manager who had not agreed to be bound by the Guild’s minimum basic agreement. The actors’s strike [of 1919] had demonstrated that collective action could

¹⁰³ Clarence Stratton, *Producing in Little Theaters* (New York: Henry Holt and Co., 1921), 3.

¹⁰⁴ 29 Stat. 481, 35 Stat. 1075.

¹⁰⁵ Jessica Litman, “The Invention of Common Law Play Right,” *Berkeley Technological Law Journal* 25 (2010), 1420.

close theatres. The new infusion of money from movie studios was significant, playwrights would be necessary parties to the sale of new scripts to the film companies, and producers may have believed them when they threatened to withhold their work.¹⁰⁶

As the rights of playwrights were officially codified and accepted by the professional theatrical establishment, play publishers had to follow suit. This by no means meant that all playwrights were suddenly getting better contracts; as Mark Philip Weitzenkamp points out, even during this period of greater codification and regulation, play publishers still often purchased amateur production rights outright for a flat fee.¹⁰⁷ However, the growing strength of playwrights as they banded together to form the Dramatists Guild and develop a fair contract was definitely having an impact on the way in which producers, and by extension, play publishers dealt with their work. The intricacies of this development will be teased out in greater detail in chapter four, but a prime example of the increasingly elaborate notices instigated by these developments can be found in the front matter of the play *Pigs* by Anne Morrison and Patterson McNutt. Here we find an additional, and protracted, cautionary warning as follows:

Especial notice should be taken that the possession of this book without a valid contract for production first having been obtained from the publisher confers no right or license to professionals or amateurs to produce the play publicly or in private for gain or charity.

In its present form this play is dedicated to the reading public only, and no performance, representation, production, recitation, public reading, or radio broadcasting may be given except by special arrangement with Samuel French, 25 West 45th Street, New York. [. . .]

¹⁰⁶ Ibid., 1419-20.

¹⁰⁷ Weitzenkamp, "The Influence of Barrett H. Clark on American Theatre," 210.

Whenever the play is produced the following notice must appear on all programs, printing and advertising for the play: “Produced by special arrangement with Samuel French of New York.”

Attention is called to the penalty provided by law for any infringement of the author’s rights, as follows:

“Section 4966:--Any person publicly performing or representing any dramatic or musical composition for which copyright has been obtained, without the consent of the proprietor of said dramatic or musical composition, or his heirs and assigns, shall be liable for damages thereof, such damages in all cases to be assessed at such sum, not less than one hundred dollars for the first and fifty dollars for every subsequent performance, as to the court shall appear to be just. If the unlawful performance and representation be willful and for profit, such person or persons shall be guilty of a misdemeanor, and upon conviction shall be imprisoned for a period not exceeding one year.”—U.S. Revised Statutes: Title 60, Chap. 3.”¹⁰⁸

This note is found on page two of the script, even though it already contains a warning on the title page that is very similar to that of the *Tommy’s Brides* warning supplied by Walter H. Baker & Co. Samuel French was not the only company that felt the need to pound home the message during this period. Similar examples of this extended page two threat can be found in other publishers’s scripts, such as the Dramatic Publishing Company, as well.¹⁰⁹ Here we see the publisher explicitly spelling out precisely how the material contained within the binding of the script is regulated, and how amateurs and professionals alike risk legal action and/or imprisonment for simply reading it aloud to a group of people. The publisher even goes so far as

¹⁰⁸ Anne Morrison and Patterson McNutt, *Pigs: A Comedy in Three Acts* (New York: Samuel French, Inc., 1924), 2.

¹⁰⁹ Katherine Kavanaugh, *It Happened in Hollywood* (Chicago: The Dramatic Publishing Co., 1929), 2. While the actual text of Section 4966 is not directly quoted in this warning, it is referenced and cited.

to quote the actual law, I suppose to prove that there was indeed such a law, and also to demonstrate the seriousness with which the company is treating this royalty matter. As previously mentioned, this was not a new law, but the warnings from these publishers indicate that it was an oft-ignored one. So one must ask the question, why was it ignored? Habit could have been a large part of it, but some saw such royalty demands as an outright affront. In a letter to the editor of *The Drama* in December of 1922, Sarah Willard Hiestand, a woman who was ostensibly involved with the amateur theatre, took the opportunity of Walter Prichard Eaton's parenthetical comment regarding royalties not being paid by "Main Street" in an article from the September 1922 issue to voice her objections to the entire notion of amateur performance royalties:

Right here I wish to take issue with the writer and with all publishers of plays and even with many—not all—playwrights on this subject of royalties. I regard them as a selfish device of the publishers for paying the playwright out of the consumer's, i.e., the amateur actor's pocket. Let the publisher himself pay the royalty if that is what the author's share is to be called, not tax the one perhaps least able to pay it. [. . .]

It is the fact that the little theatres starting up all over the country are sadly handicapped for want of funds; yet at the same time those of us who are having a hard enough pull to draw the spectators of Main Street away from *Deacon Dubb's Second Wife*, not to mention the cheap and tawdry attractions of the movies, must be taxed for permission to play something good, something that the author wrote with a high ideal for the future of dramatic art before him as he worked. How often, meeting this difficulty and no fairy godmother at hand, I have wished that I could write plays! I would put an asterisk after

the title in the approved fashion and at the bottom of the page would print so that all might read, "There are no restrictions on the production of this play."¹¹⁰

This letter is remarkable in many ways. Miss Hiestand's attitude is extremely resistant to the idea that an author should expect anything other than artistic laurels for his work, his monetary needs being something that should be dealt with discretely behind the scenes, by the publisher. She sees her small company's efforts as attempts to create highbrow art, and any payment would sully their rarified experience. This opinion, of course, places her as someone who does not see money as necessary, or does not need to concern herself with money on a regular basis, and has a rather romantic view of the playwright. She views the publisher as passing on their own fees, and, in essence, burdening the poor amateur. In her last sentence, she even echoes and mocks the warnings that, as I have just shown, were increasingly litigious and frightening.

This challenge to the royalty system did not go unanswered. The first retort came from Walter Prichard Eaton himself. He reprimands her for expecting charity, reminds her that it is the law, and then brings it back to the very nature of being American:

Moreover, a subsidized theatre has always been contrary to American tradition and temper. We respect the man who can pay his way, and the institution which can pay its way. Gifts only accrue after the successful demonstration of usefulness. If an amateur group of a little theatre cannot raise the usual \$5.00 or \$10.00 royalty on a one-act play, and the proportionate royalty on a longer piece, to pay the author for his labor in writing it, then this group is not a going concern, it is a charity patient. And with charity patients, the American people will have little to do.¹¹¹

¹¹⁰ Sarah Willard Hiestand, "Letter to the Editor," *The Drama*, December 1922, 100.

¹¹¹ Walter Prichard Eaton, "Letter to the Editor," *The Drama*, January 1923, 125.

In this comment, Eaton ties the ideas of royalty payment and ownership of property to national pride. The picture he paints of “the American people” is bold, unsympathetic, and consumerist. This dismissal of charity is a common theme throughout much of the publishing literature, as well. Charity is not seen an excuse to forgo payment of royalties in any situation. The play must be respected as property, not just as an artistic achievement. It can be shared with the world, but only if the world is willing to pay.

The responses did not end there. This ongoing discussion through letters to the editors of *The Drama* is remarkable for its duration. If one includes the initial article by Eaton, it spans six issues, with a new opinion being represented in each, the last being Miss Hiestand’s retort to the others. Perhaps it comes as no surprise that the next representative to throw his hat into the ring would be a publisher, the Walter H. Baker Co.:

Miss Hiestand’s charges are of such a basic character that in self-respect we feel called upon to defend ourselves from the category in which she has placed both our house and other similar concerns over the country. As a preliminary, we ask Miss Hiestand to consider the following facts and figures. A manuscript is offered to us by an author of some importance. If it is of such a character that we can use it, we contract with the writer to give him a book royalty of ten percent of the retail price of every copy sold. Then follows a simple case of mathematics. We foresee a maximum sale of two thousand copies at a price, say twenty-five cents for each book. It is a proved fact that twenty-five percent of an edition of the size as mentioned are sold to our wholesale competitors at a discount of fifty percent. Out gross at its maximum is \$325. Take from this these expenses, author’s book royalty, \$50; cost of plates (average), \$60, paper, printing and binding, with cover blocks, \$75; advertising space in catalogue (average per

year), \$18; overhead each play, \$9. These to a total of \$212. It may take ten years to dispose of an edition of two thousand copies so that our net profit per play is about \$11 each year. So much for the statement that the publishers are gouging the amateur.¹¹²

It is important to mention here that Baker's accounting of the cost and profit of publishing the play does *not* include any performance royalty fees. Perhaps he is simply making the distinction that the paltry income on books cannot be seen to make the publisher flush enough to pay such performance royalties out of pocket. Perhaps he is pointing out that many plays at this time still do not have royalties attached to their performance. It is not entirely clear from the letter.

Weitzenkamp notes in his analysis of this same quotation that:

This accounting assumes an average play, and not a play by a famous Broadway playwright. Most of the plays that Baker handled were written for amateurs rather than Broadway. [. . .] Many of them were offered without royalties for performance by amateurs, or at least with inexpensive royalties. If the play was sold without royalty for performance, and if an edition sold out in less than ten years, the profit to Baker increased significantly in later printings. This is because the stereotype plates from the first printing were kept for reuse, saving enough money that the second and any subsequent printings would earn the publisher \$17 a year, over ten years. [. . .] Some companies like Samuel French were using stereotype plates that were up to 80 years old. None of the above accounting deals with the authors and plays of Broadway quality, which would also draw significant profit from performance royalties. A well-known author or play could have royalties of \$50 per performance from amateurs, from which the publisher would earn 25% or more. The plays that carried the company from year to year were

¹¹² Walter H. Baker Company, "Letter to the Editor," *The Drama*, February 1923, 165.

these same Broadway plays and dramatists, but they often could not be sold to amateurs until all of the other sources of performance royalties were exhausted.¹¹³

So not only were amateurs charged royalties for the most sought-after properties, but they often were denied access to them until first-class performance rights, stock rights, etc. were drained of their profitability. The “milch cow” was hard at work. This fascinating exchange demonstrates the volatility with which this royalty issue was debated, and the fact that amateurs were beginning to have a collective force equal to that of professionals in the field—they were important enough to be heard and responded to in one of the major theatrical magazines of the time. The playwrights and publishers were pushing in the direction of greater accountability of and compensation for performance, while amateurs were pushing back. Ms. Hiestand cannot be seen to represent all amateurs, of course, but the boldness of her letter and the response it provoked certainly points to her hitting a nerve within the larger theatrical community. Another woman responding to her letter, Alice C. D. Riley, also apparently in the amateur realm, takes a very different tack on the situation:

I sympathize with Miss Hiestand’s feeling of annoyance at having to pay out good money for something that must be had. I have exactly that feeling every time I pay the plumber. [. . .] It would be so nice, wouldn’t it, if each of us could just *take* what we want in this world without questions asked? Of course, they’ve been trying it in Russia for several years past, but some of the reports from there make one question whether it is, on the whole, working just as an idealist like Miss Hiestand might wish. [. . .]

In the meantime, I hope *The Drama* and the Drama League will continue to “tell the world” that it is just as dishonest to steal a royalty from an author as to steal silver spoons from a lady.¹¹⁴

¹¹³ Weitzenkamp, “The Influence of Barrett H. Clark on American Theatre,” 208-9.

Again, here we have Hiestand's anti-royalty stance framed as anti-American sentiment by equating her efforts with those of the Russians. Although this long pre-dated the Cold War, the Russians could still be held up as anti-democratic and anti-capitalist, which inevitably made them anti-American. It is individuals like Riley who would likely insist that their amateur groups pay royalties, and take issue if such royalties were evaded. It is, in great part, to her that publishers were directing their many warnings, "friendly notes," and explanatory missives.

This heated exchange of ideas also demonstrates another growing trend within the amateur community and its relation to the professional world. Both of the representatives from the amateur realm are women, while those representing the professional realm, the playwright and the publisher, are men. The appearance of this dichotomy will be further demonstrated in my discussion of play catalogues and marketing, but within this debate over royalties there is a clear subtext of the amateur as female, meant to subordinate to the professional as male. This is borne out in another quote from Miss Riley's letter, "I am, of course, ignorant of Miss Hiestand's sources of income, but I do wonder whether she is giving *her* labors in her own particular line to the world. So far as my observation goes, it is reserved to "Mother" to practice this form of altruism."¹¹⁵ Miss Riley's insinuation that Miss Hiestand's experience is limited to that of motherhood can be further teased out to suggest that Miss Hiestand has no concept of the economics of the theatre and has overstepped her bounds in making such public statements. The fact that this comment comes from a woman lends such a comment a legitimacy that makes its presentation all the more withering and pointed. It echoes the increasingly patronizing and patriarchal tone that many publishers took, as demonstrated in the previous analysis of copyright

¹¹⁴ Alice C. D. Riley, "Letter to the Editor," *The Drama*, March 1923, 205.

¹¹⁵ *Ibid.*

warnings. It is also no doubt related to the generally negative attitude toward women being seen as the primary consumers of mass culture, as Butsch elucidates:

Blaming women for theater's shortcomings was part of a larger discourse equating mass culture with the feminine and art with the masculine. Women were widely associated with consumption of mass culture. [. . .] Art critics at the turn of the century argued that women made inferior artists. They spoke of women as a threat to "Art," claiming their consumer demand supported mass culture.¹¹⁶

Obviously, on the surface the notion of the woman as mass culture consumer runs directly in the face of the "art theatre movement," to which Ms. Heistand claims to belong to and which she feels should be above such base things as financial gain. In a way, she is attempting to rise above the "consumer culture" that surrounds the production of amateur plays. It is all the more interesting and ironic then, that she is so vehemently called to task for not being a "good consumer." Women were ruining the theatre with their middle-class (brow) taste, *and* because they were not conforming to their middle-class calling of consummate consumer. There was no winning that argument. The increasing feminization of the amateur theatre will be explored in further detail in chapter three, but its presence as a developing narrative can be felt throughout much of the literature presented by play publishers, and thus deserves notice as it appears.

The royalty system that instigated the impassioned exchange above would have been extremely difficult to police in the amateur field during the late nineteenth century, and even beyond. As mentioned earlier, it was difficult enough keeping track of the professional and semi-professional companies roving the nation. However, once community theatres and the Little Theatre movement took hold, with its moral underpinnings of social uplift and personal

¹¹⁶ Richard Butsch, *The Making of American Audiences: From Stage to Television, 1750-1990* (Cambridge: Cambridge University Press, 2000), 124. While this quote is in reference to audiences, its explanation of the attitudes toward women is highly relevant to this discussion.

improvement through the arts, no doubt the morality of consumerism also came along with it. Whistle-blowers, many no doubt with a worldview similar to Miss Riley's, were more likely to sound their shrill call, especially as amateurs pushed their activities further into the public eye. It is possible that the increasing organization of such groups was also a factor. While Robert S. and Helen Merrell Lynd point out in *Middletown* that interest in amateur theatricals amongst adults declined from 1890 to 1924, they also note that there was an "increasing standardization of leisure-time pursuits," and that "the giving of plays is confined to the high school and to a few women in the Dramatic Department of the Woman's Club."¹¹⁷ This can be attributed in great part, as they demonstrate, to the increased availability of both the automobile, radio, and the movies, the three of which become the most common choices for leisure-time entertainment during this period. However, while the actual number of theatrical groups in Middletown may have declined, the increased organization of those that remained, and the heavy connection to the realm of education might have created a producing environment that was also much more prone to internal policing and regulation. Perhaps this also was tied to the growing number and length of copyright and royalty warnings during this period—the publishers knew there were a greater number of people of conscience, who could be made to feel guilty over such a thing as producing a play without permission. In fact, isn't that what separated the upright amateur from the often profligate professional—a sense of right and wrong? What was right and moral, and indeed "American," as demonstrated in the exchange of letters above, was for the amateurs to pay the honestly earned fee of the playwright, so that they could produce his or her play (chosen for its wholesomeness) with a clear conscience – good clean transaction, good clean content, good clean fun.

¹¹⁷ Robert S. Lynd and Helen Merrell Lynd, *Middletown* (New York: Harcourt, Brace & World, Inc., 1956), 309.

While I have been unable to find enough catalogs from one company to provide a precise timeline of exactly when and how licensing fees were implemented, I have been able to obtain examples from various companies which help locate key moments in the development of licensing and royalty management from 1856 to 1926. In plotting these points on a temporal graph, it becomes clear that all of the major play publishing companies were following a similar trajectory, dictated in part by the strengthening of copyright laws, with, of course, inevitable caveats. This has already been illustrated to some degree in the licensing notes and copyright warnings which are found in the play scripts, as noted above, but becomes even clearer when catalogues are investigated.

In the nineteenth-century play publishing catalogues that I have examined, I have not found any discussion of royalties, professional or otherwise. Now, as intimated by the letter from Samuel French to Bronson Howard, such royalties were very likely being extracted from professional and stock companies during this period. It would appear once again, then, that these catalogues were targeted to the amateur market, a theory borne out by advertisements, notes and suggestions included in the catalogues that frequently mention the amateur by name. For example, a Samuel French catalogue that can be dated somewhere between 1872 and 1878 (probably closer to 1872, due to the inclusion of the Lacy catalogue, but lack of London address on the cover) proves an interesting paratextual study, as it contains a small decorative drawing in the center of the title page wherein the classic comedy and tragedy masks frame the text, “Make Home Happy,” as seen here below:



118

Figure 1. Image from the cover of a Samuel French & Son catalogue circa 1870s.

Such a sentiment is quite clearly geared toward the female amateur, as it is her home that has the potential of being made “happy” via the plays included in the catalogue. Such a comment would mean little to a professional or stock company. The feminization of the amateur theatre, as discussed prior in this chapter, can be found even at this early date. Of course, amateurs were not required to pay royalties on the titles listed in the catalogue, so the patriarchal warnings and threats are not yet present. However, the focus on the home, and emphasis on moral works, such as temperance plays, the placement of which are discussed in greater detail below, clearly point toward a female consumer.

Here also, we have an early example of the marketing of an image, both the use of the literal image on the page (itself unusual for such publishers at this early point, except in the literal presentation of goods, such as wigs or scenery), and the creation of an image for the publisher in the given reader’s mind. This image of Samuel French as the play publisher that will make your home happy is then bolstered by their inclusion on the front cover of a listing of their temperance plays.¹¹⁹ The prominence and placement of this list highlights the connection, already extant, but being cultivated by the publisher, between the amateur theatrical and morality or goodness. They have put their most morally upright works right on the front stoop, so to speak, and the references to amateurs don’t stop there. The very next page is entitled: “Books Every Amateur Should Have;” a separate advertisement for *The Amateur’s Guide* is found on

¹¹⁸ Samuel French & Son, *Descriptive Catalogue of Plays and Dramatic Works* (New York: Samuel French & Son, n.d., ca. 1872-78), 1. I have dated this catalogue using the guide provided in the article: Mark S. Auburn, “On Dating Samuel French Acting Texts: A Note,” *Theatre Studies* 20 (Columbus, OH: The Ohio State University Theatre Research Institute, 1974), 58.

¹¹⁹ *Ibid.*, 1.

page nineteen, even though it is already mentioned in the list on page two; and other advertisements from sundry theatrical concerns at the back of the catalogue also mention the amateur as potential customer.¹²⁰ So it is clear that the relationship between the publisher and the amateur producer is what is being cultivated within the pages of this catalogue, but it is not quite clear why. Even during this period, the firm of Samuel French & Son was regularly functioning as agents for professional playwrights, as is demonstrated by a contract with T.W. Robertson circa 1876. I will not quote the entire contract, but will include paragraph one, as follows:

Messrs. French & Son will during the period of three years from the date hereof endeavor to promote the representation in the theatres of New York and other Theatres in the United States of the said plays, and for that purpose the Trustees will at all times during such three years do all things necessary for enabling Messrs. French & Son to have the exclusive right of producing such plays and of allowing the representation thereof throughout the United States on such terms as they may think fit so far as the Trustees have the power to confer such exclusive right but this agreement shall not be taken to be a warranty or representation by the Trustees that they can confer such exclusive right.¹²¹

It is clear from this contract that Samuel French and his son were acting as manuscript brokers and agents in the United States in the professional realm. So, as it is likely that they would stand to make a great deal more money from these transactions than those with amateur producers, why pursue amateurs at all? Perhaps because the majority of the plays marketed by play publishers to amateurs were owned outright by the firms in question. While the income might have been slim, the material was theirs to manipulate as needed, and the profit was rarely shared.

¹²⁰ Ibid., 2, 19.

¹²¹ "Extract of Memorandum of Agreement with Regard to the American Right of the Production of T.W. Robertsons's plays," n.d., ca. 1876, Samuel French Archive (Business Records), Box 8, National Art Library, London. I dated the material by its proximity to other letters and contracts dated 1876 in a ledger in which they were all pasted.

Even in contracts after the turn of the century, amateur licensing is rarely mentioned as a component, although some could be read to include such avenues of income, as they were outright sales. A simple agreement reads as follows:

For and in consideration of the sum of Fifteen Dollars (\$15) which I hereby acknowledge to have received, I do hereby sell, transfer and make over to the Firm known as Dick & Fitzgerald, Publishers of the City and State of New York all my rights, title and interest in and to the Manuscript of a play entitled "The Upsetting of Jabez Strong" (or such other title as the Publisher may deem advisable) of which I am the author and owner, for their own and sole use, benefit and ownership. – Helen P. Kane¹²²

As this agreement is an outright sale of all interest in the piece, the publishers could have insisted upon licenses from amateurs, as well as professionals. A more complicated contract from the period references professional productions, but does not note any amateur interest:

In regard to rewriting the play "A Rogue's Luck; or, A Man of Nerve," I will do so on the following terms and conditions:

1. I will put forth my best efforts and make of the work as good a play as I can.
2. I shall require 12 weeks to do the work.
3. You to pay me \$25.00 upon the acceptance of this offer and \$25.00 when I deliver to you the manuscript complete, making \$50 in all.
4. That if the play is ever produced professionally by you, or your agents, or your assigns, you are to pay me 10 percent of the net profits accruing from such production of the play; this payment to continue so long as the play is professionally produced.

¹²² Helen P. Kane to Dick & Fitzgerald, 2 December 1909, Samuel French New York Archive, Samuel French, Inc., New York.

5. That in case you should sell the play outright instead of leasing it as provided for in paragraph 4, that you shall pay me 10 percent of the purchase price received from such sale.
6. That you shall be absolute owner of the play to do with as you may deem proper; and that my interest in the play shall be only contingent upon the production or sale of it, which contingencies are provided for in paragraphs 4 and 5.¹²³

This disregard for the amateur market is a common thread in contracts from the period. If the author is perhaps new to the business and/or only pseudo-professional, his or her play would often be bought outright by the publisher, with the author relinquishing any and all rights to the piece from then on. While the contracts were nowhere near as complicated as they are today, savvier and more professional playwrights would often make caveats for professional production, while still completely ignoring the amateur sector. This demonstrates that the amateur realm was not yet seen as a viable income source, or at least not a logistically practical one to administer.

And yet, as the years advance, and as demonstrated in the copyright warnings found in playbooks, amateur royalties become a prominent focus of play publishers. While I have not been able to find a copy of a Samuel French catalogue published by the United States side of the company from the turn of the century, evidence suggests that they began including copyrighted editions in their catalogues sometime right around 1900. In T.R. Edwards's annual report for 1904, he states that eighty-nine plays have been included in French's International Copyrighted Edition, a point that he feels merits inclusion in such a report, which would suggest that it is still

¹²³ Ernest C. Whitton to Harold Roorbach, 2 March 1899, Samuel French New York Archive, Samuel French, Inc., New York.

a relatively new undertaking.¹²⁴ By 1910, French's International Copyrighted Edition includes one hundred and eighty-two plays, and in a catalogue circa 1918, the number has increased to three hundred and seventy-two.¹²⁵ By 1924, they have completely rearranged their catalogue, no longer separating those plays that are under copyright and those that are not, but instead organizing the plays by number of characters and providing an alphabetical index. This catalogue also contains a very prominent note inside the front cover, which I include here, and which demonstrates the massive change in business practices that occurred over the fifty years since the catalogue of 1872:

WHY ROYALTIES ARE CHARGED

It is our pleasure to meet the increasingly insistent demand of amateur players for the very best examples of modern dramatic art. Little Theatre groups, churches, clubs and schools are watching closely the world movements in the theatre, and reading eagerly the latest plays.

We are anxious to meet this vigorous demand, and as an evidence of the goodwill of many of the most noted dramatists, we are able to include on our lists plays that have had wide success on the professional stage.

But in the arrangements whereby we have been able to obtain the acting rights, there are reciprocal courtesies to be maintained by all parties concerned. Dramatic authors and owners naturally regard their plays as valuable property; we pay large sums for the privilege of allowing amateurs to use them. But their use is dependent on the

¹²⁴ Edwards, "Report," 14 December 1904, 2.

¹²⁵ Samuel French, Inc., *Samuel French's 1910-1924 Catalogue of Plays*, n.d., Samuel French New York Archive, Samuel French, Inc., New York. This book is made up of three catalogues bound together for internal purposes. While the title of the volume insinuates that there is a catalogue from 1924 included, I would date the latest catalogue to be from approximately 1918, after ascertaining the copyright dates of the latest works included, as well as a reference to a competition from that year – The Drama League Prize. The 1910 catalogue is dated as such.

payment by the amateur of a royalty, with few exceptions ranging from \$10.00 to \$25.00 for each performance. When one considers that such plays as we offer were only procurable in manuscript, if at all, and cost the amateur \$50.00 to \$75.00 a performance, one can measure the advantage to amateurs of the arrangements we make direct with the authors and owners themselves.

An infringement of these royalty rights by any group reacts in the end upon them and all other such groups. For should it be found at any time that this privilege which we have secured is not being appreciated, authors and owners will withdraw their plays from the amateur field, and amateurs will be deprived of the plays in which they are so vitally interested.

We are thus frank about the matter, for the future plans we are formulating depend entirely upon the cooperation we receive from amateur producers in the matter of royalty payment. We wish them to have the latest and best examples of the modern drama: the present catalogue is ample evidence of this. We are sparing no pains in the issuance of these plays in an attractive form, and at a cost within the means of everyone. We are reaching out at all times for the further enrichment of our lists. And we have the goodwill of the dramatists and owners themselves. The rich possibilities ahead of us are infinite.¹²⁶

I have quoted this note in its entirety to demonstrate the extent to which the industry was being reshaped, and the patriarchal tone with which the managing director, T.R. Edwards, set about attempting to regulate his customers. The warning that one bad apple will spoil the whole bushel, and that if one small-town group in the middle of the country produces one play without

¹²⁶ Samuel French, Inc., *French's Catalogue of Plays* (New York: Samuel French, Inc., n.d., ca. 1924), inside front cover.

paying their royalty fees, all of these plays will be ripped away from the amateur market, while preposterous, is an attempt to coerce amateur producers to self-regulate. They wanted what Samuel French had, because Samuel French was building a stable (to reference the previous chapter) of the latest and greatest plays; and in order to produce those plays, they would have to pay. A key point here being that they did not have to produce those royalty plays. Not only did Samuel French still supply a great number of non-royalty plays (although now they were perhaps more difficult to pick out than from a ready-made list), there were a good number of smaller play publishers that still did not charge royalties.

Ames Publishing Company provides an even comparison, as I have been able to procure catalogues from 1910-11 and 1923-24, which line up nicely with the Samuel French catalogues of 1910 and 1924. While a great deal of change is seen in the Samuel French catalogues, everything from how the plays are presented to the reader to how they are expected to interact with the royalty system, etc., very little changes in the Ames catalogues. The front covers are almost identical, with the only changes in text including the price of plays increasing from fifteen cents each, “unless otherwise stated,” in 1911 to fifteen, twenty-five, and thirty cents in 1924, and the removal of a warning not to send Canadian stamps in the 1924 catalogue (perhaps it was no longer necessary).¹²⁷ But then again, only four plays have been added to the Ames’s catalogue during this time, so we also see here a company that is stagnating and falling by the wayside, but still a resource for potential amateur producers.

Perhaps an even more relevant example would be that of Denison’s Plays. A publisher that opened shop in 1876 in Chicago, Illinois, Denison’s, even as late at 1917, did not include

¹²⁷ Ames’ Publishing Co., *1910-11 Descriptive Catalogue of Ames’ Theatrical Plays* (Clyde, Ohio: Ames’ Publishing Co., n.d., ca. 1911), front cover. Ames’ Publishing Co., *1923-24 Descriptive Catalogue of Ames’ Theatrical Plays* (Clyde, Ohio: Ames’ Publishing Co., n.d., ca. 1924), front cover.

any royalty plays in their catalogue.¹²⁸ However, by 1922, a royalty list has appeared, and the title of the catalogue has changed from “Catalogue of Amateur and Standard Plays” to “Catalogue of Popular and Standard Plays.”¹²⁹ Compared to the Samuel French catalogue of 1918, which had three hundred and seventy-two royalty plays listed, the Denison’s catalogue contains a very slim royalty section made up of a mere thirteen titles, with the following note:

For actors and audiences who demand the highest possible standard. For a number of years we have noted a growing demand for plays par excellence and this series is the result of our effort to supply them. In originality of theme, up-to-the-minute dialogue and rich and varied characterizations, they rank with the best professional plays being produced, the chief difference being that in selecting them certain limitations of the amateur’s stage facilities have been kept in mind. They either have successful tours to their credit or have been written by professional authors especially for amateur production. Stage directions are given in great detail. They present opportunity and progress for ambitious and talented players.¹³⁰

Denison’s is apparently coming to the game a little later than Samuel French in this arena, but as they venture into the realm of amateur performance royalties, they too begin to add warnings to their catalogues. In fact, the very next year, in 1925, one year after T. R. Edwards’s extensive preface to the Samuel French catalogue, Denison’s added a paragraph to the introduction of the royalty play section of their catalogue:

Purchase of one or more copies of Denison’s Royalty Plays does NOT include performing rights. The stated royalty fee must be paid for every performance, regardless

¹²⁸ T.S. Denison & Co., *Denison’s Descriptive Catalogue of Amateur and Standard Plays* (Chicago: T.S. Denison & Co., 1917).

¹²⁹ T.S. Denison & Co., *Denison’s Descriptive Catalogue of Popular and Standard Plays* (Chicago: T.S. Denison & Co., 1922), front cover.

¹³⁰ *Ibid.*, 16.

of whether or not an admission fee is charged, or for what purpose given. The respective amateur fees are set at the lowest possible figures, and cannot be waived or reduced.

Purchase of Denison's Royalty Plays indicates acceptance of the plays on these terms, and violators of the copyright cannot plead misunderstanding. Denison's catalogue contains hundreds of highly successful plays which amateurs may use without paying royalty, and which are recommended to clubs unable to pay royalties. This notice is displayed in order to prevent our customers, who we value as our friends, from asking concessions which we are unable to grant.¹³¹

Here they have taken a different tack from that of Samuel French, in that they are appealing to their customers as compatriots for whom they cannot do a favor, as opposed to children who are out to get away with mischief, even going so far as to point out the many non-royalty plays within their catalogue. Samuel French by this point has muddied the field by mixing together all of their royalty and non-royalty plays, and at every opportunity highlighting their royalty plays, thereby encouraging the amateur to think that non-royalty plays are quickly becoming a thing of the past (which, indeed, they were). It is worth noting, however, that while Denison's has long been defunct, having been sold to Northwestern Press in the early 1940s and further dissolved from view by subsequent acquisitions, Samuel French is still in existence.¹³² No doubt this is due in great part to the shift toward the charging of royalties for amateur performance, and perhaps the apparently growing desire of amateurs to produce the "hottest" plays on their own stages. Samuel French, due to their proximity and history, were ideally situated to acquire these plays, whereas a company like Denison's that focused strictly on the amateur market was not so

¹³¹ T.S. Denison & Co., *Denison's Descriptive Catalogue of Popular and Standard Plays* (Chicago, Illinois: T.S. Denison & Co., 1925), 17. While publishers were often prone to exaggeration, Denison was telling the truth when he stated that there were "hundreds" of royalty free plays in his catalogue, as to whether they were "highly successful," it is hard to say.

¹³² Kevin Byrne, "The Circulation of Blackface," 94-95.

well placed. While this desire for the latest and greatest was not the case for all amateurs, as Poggi points out in his analysis of “non-commercial” theatres in this period, “What most of them had in common, besides artistic goals, was an attempt by amateurs to organize on a modest budget and to develop gradually toward professional status.”¹³³ Now, while the amateur producers that are at the heart of this study would definitely rank at least one rung down on the professionalization scale from those on which Poggi focused his discussion, there can be little doubt that play publishers jumped on the opportunities that the Little Theatre movement provided, pushing more and more royalty plays into the market and reshaping it to suit a growingly ambitious clientele, as well as cultivating a new avenue of income both for themselves and for playwrights. As demonstrated both in this chapter and the previous, publishers had no problem connecting their companies to loftier artistic goals, all the while maintaining the tried and true staples of their catalogues (e.g., minstrels continued to be included in play catalogues well into the middle of the twentieth century).¹³⁴ How amateurs reacted to this development, and how they interacted with these publishers as they created their own groups and productions will be explored further in the next chapter.

Over the course of the late nineteenth century and delving into the twentieth, play publishers collectively worked toward cultivating an already growing interest in amateur play production. They tended to it by offering a slew of “appropriate” plays, providing theatrical guides that instructed amateurs in the theatrical arts all the while reassuring them of their own superior moral faculties, and supporting and publishing catalogues, pamphlets, and magazines that would surround the amateur producer with a variety of voices, all pointing them in the same

¹³³ Poggi, *Theatre in America*, 107.

¹³⁴ Samuel French, Inc., *The Samuel French Basic Catalogue of Plays* (New York: Samuel French, Inc., 1953), 359. T.S. Denison & Co., *Denison's Plays Catalog* (Minneapolis, MN: T.S. Denison & Co., 1952), 197-218. Both of these catalogues contain minstrel material. While Samuel French's list has shrunk to one page, Denison's is still a copious twenty-one pages.

direction – to the stage. This was with the knowledge and hope that, once on that stage; they would need all of the moral, social, and financial reinforcement and help that a play publisher and licensor could provide. The moral tone was delivered through the materials and publications. The social was supported by the knowledge that this upstanding company run by proud capitalists was selling the same bill of goods to other amateurs around the nation, thus providing a certain safety in numbers—if other amateur groups were producing the same material, it couldn't be all bad. The financial security came from the distinction that while professionals were performing to be paid, amateurs were paying to perform. An obvious distinction, perhaps, but one loaded with what Daniel Horowitz terms “the morality of spending.”¹³⁵ These amateur performers denied their financial interest in a production by focusing on the educational, morally uplifting, artistic, and/or socially charitable goals of the performance. Play publishers were more than happy to oblige this perspective, and encourage its growth, especially as it was assured to line their pockets. The means by which they attempted to shape the field, however, proved to be increasingly coercive, patriarchal, and often downright threatening. The legislation of the play into property, and the further systemization and enforcement of the play as property, combined with the play publishers's strong rhetoric, instigated some amateurs to push back through both vocal disapprobation and silent pirated productions. The dynamic created by this tug-of-war between amateurs and play publishers was definitely a significant factor in the development and shaping of the amateur theatrical landscape in the United States, and was furthered anchored as playwrights solidified their claim to subsidiary rights; forming a fraught, but firm, bond between the two realms. Ultimately, play publishers were not just selling the text, the means of production, or even the right of

¹³⁵ Daniel Horowitz, *The Morality of Spending: Attitudes toward the Consumer Society in America, 1875-1940* (Baltimore: The Johns Hopkins University Press, 1985).

performance—they were putting a price on an experience, one for which a growing number of amateurs were willing to pay, even if some found the act of selling such a thing distasteful.

Chapter 3

Buying the Experience: The Amateur Consumer and the Power of Play

Here in the charmed circle of our friends

Our hopes are centered, and our purpose ends.¹³⁶

This sweet rhyme, a part of a longer poem used to introduce a new theatre in Prescott, Arizona in 1878, belies the complexity that necessarily envelops the amateur theatrical experience. The “purpose” behind such activities, while often packaged as harmless fun or a lark, harbored cultural, social, and economic implications. Who performed, what plays were chosen, whether they were paid for (or not), and the investment in production quality, are chief among a long list of potential demonstrations of wealth in all three categories mentioned above. Even the term “amateur” is not quite as simple as the OED definition would lead one to believe: “one who cultivates anything as a pastime, as distinguished from one who prosecutes it professionally.”¹³⁷ At first glance, by the use of this definition in the realm of theatre, the term “amateur” would seem to serve the simple purpose of distinguishing a given theatrical production from that of a “professional” one, but even this distinction is fraught with ambiguity. In a Baker’s Plays catalogue from 1909, the following explication is provided:

An amateur performance should comply with the following conditions: it should not be given in a theatre, opera house, or other customary public place of amusement; tickets for such a performance should not be offered at a public box-office to the general public, or in any way in competition with the regular professional productions of these plays; no advertisements of such a performance should appear in the newspapers. We offer these plays for performance in private houses, schools, colleges, churches, or lecture halls,

¹³⁶ Thomas P. Collins, *Stage-Struck Settlers in the Sun-Kissed Land: The Amateur Theatre in Territorial Prescott, 1868-1903* (Tuscon, AZ: Wheatmark, 2007), 51. This is a quote from a poem written by Anna Fitch and recited by Benjamin Morgan, Esq. on the occasion of a theatre being built in the territory for amateur theatricals and the like.

¹³⁷ *OED Online*, s.v. “amateur.”

where either guests are invited or tickets are disposed of without publicity. In all doubtful cases, please refer the circumstances to the publishers, before going ahead, in order to avoid trouble and interference.¹³⁸

These would appear to be stringent guidelines, but the everyday practice of amateurs in the U.S. was never so clear-cut, and this definition of amateur only highlights that fact. Catalogues for the amateur play producer had been circulating for decades—and yet Baker’s felt the need to clarify. This is no doubt due in part to the fact that, as discussed earlier, this is the period wherein more and more “royalty plays” were being offered to amateur producers, and there was an effort to spell out the relationship between the professional and amateur in the process. However, the Baker’s description of “amateur” provided above appears not at the beginning of the catalogue, but on page sixty-seven, where a section entitled “Standard Popular Plays for Reading and Acting” begins. While other royalty plays are listed earlier in the catalogue, this section is singled out with this warning, which for all practical purposes points to, at best, a flexible standard of what is expected of amateur producers. Customers who might have chosen a royalty play from earlier in the catalogue, might not have even glanced at this definition. In fact, by 1922 (the next catalogue available to this researcher), the definition is gone, and while distinctions between amateur and professional are made, they are specific to individual plays, and vary considerably. For example, the play description of *The Girl in Waiting* by J. Hartley Manners includes the following statement: “The professional stage rights are strictly reserved. Amateurs may produce it on payment to Walter H. Baker Company of a fee of twenty-five dollars (\$25.00) for each performance.”¹³⁹ However, it offers no guidance as to what defines an

¹³⁸ Walter H. Baker & Co., *Catalogue of Plays for Use in Amateur Theatricals* (Boston: Walter H. Baker & Co., 1909), 67.

¹³⁹ Walter H. Baker & Co., *A Catalogue of Baker’s Plays and Entertainments* (Boston: Walter H. Baker Co., 1922), 8.

amateur performance, and when taken in context with another description from the same catalogue, the distinction begins to blur even more: “The royalty for amateur use where no admission is charged is five dollars (\$5.00); where the performance is given by amateurs before a paying audience and for profit, the royalty is ten dollars (\$10.00).”¹⁴⁰ Nowhere in these descriptions are limitations put on advertisement, method of ticketing, or location of performance. Such vague and conflicting distinctions demonstrate that the amateur market was stubbornly amorphous, with a multiplicity of factors (who, what, when, where, and why) complicating its regulation.

George Bernard Shaw, a man known for espousing his opinions on subjects large and small, offered his own distinction between professional and amateur, going so far as to distinguish between two types of amateurs:

The amateur was a person who was trying to give the best imitation of something that he had seen in the theatre; but he had to keep himself absolutely clear of any suspicion of doing anything so disgraceful as making money, and he had to expiate his sin by giving the money to charity. Every playwright who was a genuine artist and respected his profession and his craft naturally loathed such amateurs. They were a standing insult to our art; but nevertheless they were worth five guineas a time. [. . .] By all means let them go on with the five guineas for the old lot of amateurs, who I am happy to say, are becoming extinct. But if I treat all genuine drama lovers as I do, as professionals, if I give them professional terms, they must not call themselves amateurs.¹⁴¹

This comment appears in a speech given at the British Drama Conference in Edinburgh on 28 October 1933. Admittedly, he is speaking to a British organization on a date that is subsequent

¹⁴⁰ Ibid., 6.

¹⁴¹ George Bernard Shaw, “Playwrights and Amateurs,” in *Shaw on Theatre*, ed. E. J. West (New York: Hill and Wang, 1958), 230-33.

to the chronology of this dissertation. However, Shaw had already been active in the theatre for many decades, and his comments reflect that personal history, providing his words a greater resonance that reaches across the Atlantic. His distinction was no doubt, in part, connected to the advance of what was termed the little theatre movement here in the United States, but it is curious that he has overturned the very definition of amateur, generally accepted as one who does something for the love of it, and made that the definition of the professional. Shaw's elevation of the amateur, and the growth of the amateur theatrical industry in the United States throughout the turn of the century both point to a shifting trend in the perception of the amateur during this period. The professional theatre was being stripped of whatever cultural capital it may have maintained by the amateur play producer, and that capital was being rehabilitated and converted into symbolic capital in a way that the professional theatre could not emulate, due to its necessary ties to the economics of getting paid. The amateur was "free" of a salary and could therefore commit themselves to creating pure art. However, I should also point out that those Shaw termed "the old lot of amateurs" did not so much become extinct as they wound up mixed together with the "genuine drama lovers." Certainly, there were groups who leaned more in one direction than the other, but by the mid-1920s, most groups harbored individuals of both motivations—and who's to say the genuine drama lovers weren't also trying to do their best imitation of something they had seen?

As it is used in the United States theatre, the term "amateur" incorporates a multitude of activities, a host of individuals from every social and economic caste, and a variety of organizational structures. There is a little scholarship regarding the amateur theatre producer as consumer in the United States, most studies focusing on the Little Theatre movement or Victorian theatricals. Not much attention has been paid to the continuum that exists between the

two. There have been various attempts to categorize and compartmentalize the amateur, along the lines of Shaw's comments above, both through the publishing and licensing industry and in the media, such as in this *New York Times* article from 1924, which definitely echoes Shaw's sentiments, but also speaks to the new hybrid beginning to form in the field:

There have always been two sorts of amateurs: those who give a benefit for a new school stove or the minister's roof, and those to whom amateur acting is an art to which they consecrate so many holy evenings a year—and just know no professional could do better. Now, from two of them, something of a new type, a combination, appears to be emerging, embodying both seriousness and casualness.¹⁴²

As play publishers and licensors dealt with all of these groups, and ultimately saw them all as “amateurs,” this dissertation must naturally touch on representatives from each. Unfortunately, amateur theatrical archives are difficult to find, and those that exist are usually left behind by groups that were decidedly more elite than the bulk of the publishers's patronage. These groups kept better record of their activities, no doubt, because they thought others would want to know what they had done, whereas groups from the lower social classes did not consider such things, or at least did not consider them much. One of the most extensive archives of an amateur theatre from the period in question is that of the Footlight Club of Jamaica Plain, Massachusetts, an organization that is still active today, albeit not as exclusive as it once was. As noted by Paul Campbell on the Jamaica Plain Historical Society's website, “The founders were well-off, well-connected, educated, and probably had known each other for years. Many were from long-established local families. [. . .] A classic Victorian club. Almost half the members came from

¹⁴² “More Amateur Dramatics Today Than Ever Before: Clubs, Schools and Individuals,” *The New York Times*, December 14, 1924, 15.

just four families.”¹⁴³ While this group was decidedly more exclusive than many of the clubs at the time, their archive provides useful information about the evolution of the organization, play selection, and interaction with play publishers that can be examined with an eye toward the general practices of the day. However, as the archive goes mysteriously silent in the 1920s, a period of great growth in the amateur realm, as I have demonstrated in earlier chapters, I have chosen another group, the Peoria Players from Peoria, Illinois, to provide a different perspective on the amateur theatrical experience. This group is also still active and the local community has retained some of its archive, although the holdings are not as extensive as those of the Footlight Club. Still, as it was founded in 1919, it fills in a considerable portion of the timeline that is omitted and/or lost from the Footlight Club’s records. The use of these two archives is born, somewhat, of necessity, as they are the only two substantial collections that this researcher has found thus far. Luckily, both harbor useful information and, when reviewed together, provide some illuminating comparisons. Of course, this is not to say that the two organizations are wholly comparable, but they offer examples of living theatres performing under the given circumstances of the day during the two periods in question, and in that way they offer snapshots, both literal and figurative, of the changing practices of the period overall. It is worth noting that, in Albert McCleery and Carl Glick’s 1939 overview of community theatre, both of these theatre companies are included, even though they are separated to a great degree by status, purpose, and practice.¹⁴⁴ This again points to the great range of people, groups, and activities that make up what is considered the amateur theatre in the United States. So, even though both of these groups could be said to be on the higher end of the social and economic ladder (albeit, one more than the other), they do present two different narratives that help to flesh out the

¹⁴³ Paul Campbell, “The Footlight Club at 125 Years,” Jamaica Plain Historical Society Website, Accessed November 8, 2012, <http://www.jpshs.org/victorian/the-footlight-club-at-125-years.html>.

¹⁴⁴ Albert McCleery and Carl Glick, *Curtains Going Up* (New York: Pitman Publishing Corp., 1939), 29, 234.

amateur experience during the period under review. I will examine both companies in some detail, giving particular attention to their connections with publishing companies and the practice of paying royalties, as well as analyzing their acquisition, selection, and production of plays with an eye toward the publisher/licensor's role in that process. I will also further explore the perceived and/or proscribed feminine nature of the amateur realm during this period as opposed to overt patriarchal tendencies of the professional theatrical realm, including the publishing industry.

In a great many ways, the amateur theatre experience changed significantly from the 1850s to the 1920s: the use of theatres and public spaces became more common than that of parlors; the general movement was toward greater social inclusion, tempered by a notion of social and moral uplift and education; royalties became commonplace, the “respectable” amateur paying to play; women took on more leadership roles; a greater network of influence began to develop due to the preponderance of amateur groups and the various magazines, publishers, playwrights, guidebooks, etc. that developed to cater to the burgeoning market. The list goes on and on. Of course, the question of why this increase in interest and activity occurred remains. Why not just play tennis? Or whist? A number of factors, no doubt, had some part in this growing national trend, the first and most vital being the increase in leisure time available to the middle-classes, as mentioned in chapter one. Also of note was the decrease in professional road productions, and the rehabilitation of the drama as high art, or at least, if not always high art, a pastime that was no longer automatically associated with depravity, but instead could be culturally and socially educational. This attraction to and transition of the drama could be seen to parallel the growing middle class's adoption and practice of new social behaviors in their life beyond the footlights. While the theatre was not necessarily a rehearsal for specific life

experiences, in a way, these individuals were carving out a new identity, developing their roles, so to speak, and the theatre could have been a very natural extension of that impulse. It also offered an alternative to the growing movie industry as the twentieth century rolled on—the theatre was perceived to be a form of entertainment that was more controlled and controllable than the mass entertainment of the movie theatre. As Thomas J. Schlereth notes in his wide-ranging analysis of Victorian America (which he defines as the period between 1876 and 1915, and which makes up a large portion of the same time period of this dissertation): “Perhaps the most significant of these changes was a transformed middle-class culture, expanded by increasing bureaucratization, fueled by consumer abundance, promulgated by communications technology, and motivated to hold power without property and to maintain hegemony with education and expertise.”¹⁴⁵ This focus on maintaining “hegemony with education and expertise,” in particular, could be seen as a collectively subconscious and sometimes individually conscious motivator in the development of amateur theatricals. Levine offers further explication: “There can be little doubt that the creation of the institutions and criteria of high culture was a primary means of social, intellectual, and aesthetic separation and selection.”¹⁴⁶ While the exact social, cultural and moral expectations of these amateur groups shifted over time, the sense that amateur theatricals provided a useful and worthwhile social activity to those of the middle class that suddenly found themselves with idle hands (ever the devil’s playthings) was persistent. Whether they were creating high art, or just keeping out of “trouble,” they were kept busy with the business of maintaining and improving their social and cultural standing in the community.

¹⁴⁵ Thomas J. Schlereth, *Victorian America: Transformations in Everyday Life 1876-1915* (New York: Harper Collins, 1991), xv.

¹⁴⁶ Lawrence W. Levine, *Highbrow/Lowbrow: The Emergence of Cultural Hierarchy in America* (Cambridge, Harvard UP, 1988), 229.

The Footlight Club offers a particularly extreme example of this impulse for controlled cultural and social interaction. From its inception in 1877 through the 1920s, it was a decidedly elite group wherein the actors and audience were all “members” that had to be voted into membership. The following quotation demonstrates the seriousness with which the club maintained their exclusive status:

For several years it has been customary when names have been suggested for Active Membership to have an informal canvass before presenting the candidates for election. This plan assumed a more definite shape a year ago in the appointment of a special committee of ladies to take charge of this canvass. The experiment proved satisfactory, the work of the committee being done in a careful and painstaking manner. In a Club like the Footlight, established on a basis both theatrical and social, delicate questions often arise which require considerate and yet frank treatment. The conferences of such a committee being strictly confidential, tend to bring out the necessary information in regard to candidates; when objections arise, their nature can be considered, and if legitimate and well founded, due weight can be given to them; if trivial or insufficient, their weakness can and should be shown.¹⁴⁷

While this overt commitment to maintaining the status quo within the organization was most likely not as prominent or important in many other clubs and groups, the basic social use of the amateur theatrical to bring together groups of individuals from the same basic socio-economic backgrounds to create greater social cohesion is a purpose that is much touted throughout the period under analysis in this dissertation. This, when combined with a look at the methods whereby the members of the Footlight Club produced their plays, as well as an analysis of some

¹⁴⁷ “Semi-Annual report of the Board of Directors of the Footlight Club,” 4 June 1888, Footlight Club Records, 1877-1978, Box 2, Folder “Secretary’s Reports 1880-1889,” Harvard University, Cambridge, MA, 3-4.

of their costs can be combined to create examples from which the practices of others groups can, to some extent, be derived.

As this dissertation covers a somewhat unusually large span of time, it is necessary to pull relevant markers out of the chronology in order to gain a better sense of the growth and development of the amateur theatre throughout the period in question. The following note included in meeting minutes of the Footlight Club provides a neat and succinct comparison between 1877 and 1905:

When the Footlight Club started with its first performance on February 9, 1877, and for some years after, we played but one night; the dress rehearsal was an informal affair and was practically no more than what we now have as a full property rehearsal; furniture and properties were borrowed from neighbors and plants and flowers were obtained for a nominal sum from local greenhouses; rehearsals were held at the houses of some of the members and, as most of the ladies lived in Jamaica Plain, the expense for carriages was small; and plays could be got for nothing except the cost of the printed books.

Now we play regularly two nights and our dress rehearsal is more elaborate than were our early performances; furniture, pictures and other properties have to be hired and it is becoming more and more difficult to hire any furniture; flowers and plants have to be paid for; the use of carriages for rehearsals is much greater (properly so) and the expense is larger; and it is almost impossible to get any play on which we are not required to pay a royalty of from \$10 to \$25 for each night in addition to – in some cases

– paying a considerable bill for copying parts and additional copies of the manuscript of the piece.¹⁴⁸

This remarkably clear comparison of two historical points separated by almost three decades also traces the relationship between the amateur theatre and play licensing. The books referenced in the first paragraph were no doubt coming, in great part, from traditional play publishers, as I will demonstrate later in this chapter. As noted in chapter two, many play publishers in the late 1800s, and even into the early 1900s, absolved amateurs of any responsibility for payment in the front matter of the acting editions. However, the increasing requirement and enforcement of royalties in the twentieth century was obviously already being felt by this group in 1905, a period during which there were still a great many plays available to amateurs for no royalty. The latest plays, however, would have been much more difficult to get, often only available in manuscript form (thus the comment regarding the cost of copying), and even when available from play publishers, would have been more likely subject to royalty fees. This is the exact period in which T.R. Edwards began his “copyrighted editions” series in the Samuel French catalogue, as detailed in chapter two. In this brief synopsis of their activities during the two time periods, a greater sense of the amateur experience begins to emerge.

It follows that a similar comparison should be attempted between 1905 and 1925, which is what I intend to accomplish with the inclusion of the Peoria Players. Of course, there is no ready-made comparison available in the Peoria Players archive, so I have separated out the distinct categories outlined in the Footlight Club quotation, and then found the corresponding information in the Players archive. To this end, I have primarily used an informational brochure put out by the Peoria Players in anticipation of their 1924-25 season. Regarding number of

¹⁴⁸ “To the Members of the Footlight Club,” 5 June 1905, Footlight Club Records, 1877-1978, Box 2, Folder “Secretary’s Reports 1900-1909,” Harvard University, Cambridge, MA, 2.

performances for each production, the Players usually provided one performance of each play, which could be extended by popular demand, so they demonstrate a bit more flexibility in their organizational structure than does the Footlight Club in this category. The productions, while in the group's early days quite simple affairs, soon proved to be on the cutting edge of the latest theatrical technology, using somewhat more elaborate lighting systems and bringing to bear the latest theatrical styles. The nature of property acquisition during this period reflects, to a great degree, the do-it-yourself nature of the little theatre movement, in that most of the properties, both permanent and play-specific, were either donated or built by members of the group. Carriages, so important to the Footlight Club activities, are no longer even considered as an expense, for the obvious reason that the automobile has replaced the horse-drawn carriage as the primary method of conveyance. Finally, the subject of play selection, the area of greatest interest to this dissertation, demonstrates still more growth. Plays are being paid for, as I will demonstrate later in this chapter, as well as being commissioned. Now, as will be shown, the Footlight Club also produced new works. However, the Peoria Players made it a priority within their organization to foster new playwrights. Even going so far as to sponsor a playwriting competition:

Twenty-five dollars is offered for the best original play (of any length) submitted prior to March 1st, 1925.

Payment of this sum by the Peoria Players entitles them to produce the play to which the award is made on their own stage at any time without payment of royalty, but does not otherwise limit the author to full title to and benefit of such play.¹⁴⁹

¹⁴⁹ "Peoria Players: 1924-1925," Peoria Players Clippings, Peoria Public Library, Peoria, IL, 9.

Here the Players have preempted the burgeoning royalty system by commissioning works for which they do not, and in fact will never, have to pay a royalty beyond their initial \$25 investment.

In his seminal work, *Footlights Across America*, Kenneth MacGowan notes that “one of the striking oddities of the little theater movement is the way in which the policies of the amateur acting club and of the community theater have often been confused and even united, while their basic ideas remained utterly contradictory.”¹⁵⁰ This becomes clear in a comparison of the Footlight Club and the Peoria Players. While the Footlight Club was created to cater to a highly rarified and elite society, the Peoria Players, while definitely founded by those on the upper rungs of the middle class, was decidedly more democratic in its goals. For instance, the Footlight Club shunned all publicity, restricted all performance attendance to members, and carefully vetted those members. Founding members included Boston Brahmins in their midst and many had heavy affiliations with Harvard University.¹⁵¹ Their efforts to restrict public announcement of their activities were strenuous, as is clear from this internal report:

Your Directors regret that in spite of their efforts to prevent any notice of our plays in the newspapers, that certainly three of the Sunday papers just after our March performance, made more or less extended mention of the “The Jilt” in their society columns. As it has been from the foundation of the Club, the sentiment that all press notices should be prevented, and as this sentiment has been formally emphasized on several occasions by vote of the Club, the President immediately wrote to each of these journals and in one case received a courteous reply regretting that the items should have crept in without being noticed by those in charge of that department in their paper. As the other papers to

¹⁵⁰ Kenneth MacGowan, *Footlights Across America* (New York: Harcourt, Brace & Co., 1929), 86.

¹⁵¹ Campbell, “The Footlight Club at 125 Years.” Campbell notes “the Frothinghams traced themselves to Thomas, who arrived in New England before Boston was established (you don’t get much more Brahmin than that).”

whom letters were written said nothing of our performance of “The Rivals” we presume that they have acceded to our request and will publish nothing more, for the present at any rate.¹⁵²

Within the context of the earlier Baker’s description of what constitutes an “amateur” performance, this could be construed as the President being doggedly conscientious about adhering to the understood rules of no advertisement. However, this insularity did not just apply to Footlight performances, but to the Footlight actors who might choose to perform in other local productions. The following quotation even includes an acknowledgement that their regulations were seen as somewhat extreme for the time period:

It is very natural for outsiders who have enlisted the services of members of the club in theatricals to advertise both publicly and privately that their performance is to be given by “members of the Footlight Club.” Now, though it may be egotistical to say so such practice tends to cheapen the name of the club, and we should be in danger of detracting from our reputation as an exclusive organization, in which membership is desirable.¹⁵³

The Peoria Players, on the other hand, announced their creation in the local newspaper, provided public performances, and invited all interested to become members. Some of this difference in initial approach and style of organization can be contributed to the contexts in which each organization was created, the Footlight Club developing out of a Victorian club in a well-established Boston suburb, and the Peoria Players coming into existence at the beginning of the Little Theatre Movement in the rapidly growing industrial city of Peoria. The following quotation from a 1916 study of “recreation conditions and problems” in Peoria demonstrates that

¹⁵² “To the Members of the Footlight Club,” 1 June 1903, Footlight Club Records, 1877-1978, Box 2, Folder “Secretary’s Reports 1900-1909,” Harvard University, Cambridge, MA, 2.

¹⁵³ Report, 7 June 1897, Footlight Club Records, 1877-1978, Box 2, Folder “Secretary’s Reports 1890-1899,” Harvard University, Cambridge, MA, 5.

there was a perceived lack of social organization, and that there was an effort to regulate the apparently unruly and growing masses by instituting and encouraging the development of leisure activities that were considered appropriate and moral:

The big question facing Peoria is: Are the people using this immense time for good or evil, and what public care is made for it proper direction and use? Is Peoria making the recreational hours an asset rather than a liability? In most cities, out of this free time comes abuse, drink, crime, vice, dissipation, mischief and wrong doing. We should see to it that it becomes increasingly hard to wrong and increasingly easy to do right. At the present time, it is difficult to do right and easy to do wrong. [. . .] In brief, our young people need to be taught those amusements that are clean, wholesome, attractive and recreational.¹⁵⁴

Interestingly, dramatics are included in the proceeding list of appropriate amusements, and the Peoria Players was founded just three years after this report was distributed by the Peoria Association of Commerce. This was still relatively early within the timeline of the Little Theatre movement, which is generally considered to have begun around 1912 with such groups at Maurice Brown's Little Theatre in Chicago, an avant-garde forerunner of the movement.¹⁵⁵

While some of the more successful little theatres, such as the Provincetown Players and the Washington Square Players, were already founded by the late teens, the movement didn't really hit its stride until the 1920s, when groups began to pop up all over the nation. In fact, the Peoria Players formation was influenced by a man, Charles De Goveia, who was writing a book on the

¹⁵⁴ James Edward Rogers, *Report of the Recreation Conditions and Problems of Peoria, with Recommendations and Suggested System* (Peoria, IL: Peoria Association of Commerce, 1916), 6-7.

¹⁵⁵ Poggi, *Theater in America*, 105.

Little Theatre Movement.¹⁵⁶ It was at his suggestion that the first meetings were held to gauge the citizens's interest in forming such a theatrical group, and the opportunity, once presented, was immediately seized upon by those in attendance. However, Peorians were also particularly well-situated to embrace such a concept. As Younge notes:

In Peoria, Illinois, one of the large motion picture distributing concerns paid the rent for many years on the only two legitimate theatres in town in order to prevent any road company from coming in and competing with their exhibitors. One of these theatres stood black and vacant, while the other was rented only at the jurisdiction of the motion picture corporation. It need not be added that the rent proved to be too high, for any but the big-time companies, and they seldom "took to the road."¹⁵⁷

So there was a real lack of any "legitimate" theatre within the city, which is not to say that there were no other opportunities for entertainment. Peoria was a major center of Vaudeville, however, this was generally considered a less-desirable theatrical form. Although the heyday of Vaudeville was waning at the time of the group's development, it would appear from the 1916 study of "recreation conditions and problem," that, although not mentioned specifically, the existing entertainments available and accessible to the majority of Peorians, which would have included Vaudeville, were ostensibly included in the "easy to do wrong" category. This correlation does enhance the notion that the core of the Players lay in a civic-minded goal of uplift, as opposed to the insularity of a Victorian era group like the Footlight Club.

Whatever their differences, however, the fact remains that both organizations functioned on a membership system. In regards to audience involvement, this was a primitive precursor to

¹⁵⁶ C. J. De Goveia, *The Community Playhouse: A Manual on Its Organization and Maintenance* (New York: B.W. Huebsch, 1923).

¹⁵⁷ Helen Wallace Younge, "On Stage and Off with the Peoria Players: A History in Two Periods (1919-33 and 1934-47)" (M. A. Thesis, Bradley University, 1951), 4-5.

season subscriptions, but it is interesting that even participants were expected to pay for the privilege of creating theatre. Also of note is that the level of contribution when each organization began was both comparable and yet different in a significant way. In 1877, when the Footlight Club began their activities, an “Active” member, i.e. one that participated in the production of the plays, was responsible for \$2.00 in annual dues, while an “Associate” member, i.e. an audience member, had to pay \$5.00 a year in order to attend performances, which was quickly amended to \$6.00 in December of the same year. Translating these numbers into 2010 dollars, according to an inflation calculator based on the Consumer Price Index, \$2.00 would become \$40.45, and \$5 would become \$101.12. The Peoria Players, on the other hand, in 1919, when they first began activities, while also using the “Active” versus “Associate” terminology, had both categories paying \$3.00 a year in dues (\$37.47 in 2010 dollars). While this is not an insignificant amount money and would have limited membership to a great degree, they also sold tickets to the general public for 50¢ (\$6.25 in 2010 dollars). They also created a new category, that of “Sustaining” member, whose annual dues were \$10.00 (\$124.91 in 2010 dollars) and which they defined as such:

Sustaining members shall comprise those who desire it is to see any organization prosper to foster the growth and influence of the organization but who shall not be required to actively take part in the presentation of plays or the performance of any other duties in connection with the organization. Any sustaining member may at the same time be also an active member. Any active or associate member may become a sustaining member by the payment of the proper dues.

So for no other reason than the good of the club, those with extra monetary wealth were allowed to pay more. Of course, such a donation is also a conspicuous demonstration of wealth, which

would no doubt allow such members to essentially purchase greater cultural capital through their economic position, without them even having to take part in or attend a single performance. Interestingly, the amount paid by the sustaining members of the Peoria Players was somewhat comparable to what was expected of the associate members in the Footlight Club. This also suggests a difference in the economic and social structure of the two communities. The Footlight Club members were assumed wealthy, whereas the Peoria Players membership held within it individuals of greater wealth, while the majority of the group would generally be labeled middle class to upper middle class.

This becomes evident when investigating census records of Peoria from 1920 and 1930. While the 1920 census records only state if and how individuals are employed and whether or not they rent or own their homes, the 1930 census also includes the monetary value of their homes if they own, or their monthly rental amount if renting. By cross-referencing these two documents a somewhat clearer picture of the economic and social status of the members involved in the Peoria Players begins to emerge. I investigated individuals who had served as production directors, as well as the founding officers, so these were not necessarily the rank and file of the organization, but they should provide something of a cross-section of the general socio-economic structure of the group. I was not able in all cases to find each person in both of the censuses, but I was able to cross-reference eleven households, confirming their presence in 1920, and then the value of their homes in 1930.¹⁵⁸ Of those who owned homes, the most inexpensive home was worth \$6,000 and the most expensive home was \$35,000—quite a significant difference.¹⁵⁹ Of the eleven families, only two had homes worth \$35,000, while the

¹⁵⁸ Ancestry.com, *1920 United States Federal Census* Online Database, accessed November 2012, <http://search.ancestry.com/search/db.aspx?dbid=6061>. Ancestry.com, *1930 United States Federal Census* Online Database, accessed November 20, 2012, <http://search.ancestry.com/search/db.aspx?dbid=6224>.

¹⁵⁹ Ancestry.com, *1930 United States Federal Census*.

rest in fell into two substrata: the first consisting of three homes which retained live-in servants and were valued between \$15,000 and \$18,000, and the other made up of five homes between \$6,000 and \$11,000.¹⁶⁰ According to the U.S. Federal Census, all of these homes are above Peoria's median home value of \$5,530 in 1930.¹⁶¹ However, this wide range in home values points to the group being made up by a numbers of different classes. For instance, the \$6,000 home was owned by Louise Fritz, who directed two shows for the group, and her husband, who was an Iron Worker.¹⁶² Admittedly, this family is an outlier, in that in the other households examined, the husbands were primarily from the professions, such as Dentists, Clerks, Lawyers and Salesmen, but the Fritz's presence does point to a very different dynamic than that of the Footlight Club.¹⁶³ There were also families who rented, only one of which I could connect in both censuses—Wales Harrison, a teacher, and his wife, Fanny Packard, who was very active as a director with the Players. They paid \$49 monthly for their rent when the median rental in the city was \$32.26.¹⁶⁴ On the other end of the spectrum, the presence of the two \$35,000 homes, a value almost double the next most expensive home, points to a narrow group of highly wealthy community members. Curiously, while no live-in servants are mentioned living in the \$35,000 homes, the three homes that could be considered in the mid-range of this list included at least one live-in servant on the census. Perhaps this points to an upper-middle-class striving to appear even wealthier? The stratification evident in Peoria echoes, to some degree, that of Middletown,

¹⁶⁰ Ibid.

¹⁶¹ U.S. Bureau of the Census, *Census of Population and Housing, 1930*, accessed November 12, 2012, <http://www.census.gov/prod/www/abs/decennial/1930.html>.

¹⁶² Ancestry.com, *1930 United States Federal Census*.

¹⁶³ While it could be argued that a salesman might not be considered a profession, I believe there is evidence to support the idea that salesmen, especially in a growing city such as Peoria, would likely have accrued a similar level of income, and even perhaps respect, during this period. As Walter Friedman points out in his book, *Birth of a Salesman*, “the skills of salesmanship, especially beginning in the late nineteenth century, seemed to offer a pathway to personal success. In the early twentieth century, Americans read how-to sell books and turned Bruce Barton’s *The Man Nobody Knows* (1925), which portrayed Jesus Christ as a successful sales and advertising executive, into a best-seller.” Walter A. Friedman, *Birth of a Salesman: The Transformation of Selling in America*, (Cambridge, MA: Harvard University Press, 2004), 16.

¹⁶⁴ Ancestry.com, *1930 United States Federal Census*.

in that the wealthiest members of the society were necessarily bound together with the middle classes, or “business class” as the Lynds prefer to categorize them: “In so far as the traditional three-fold classification might be applied to Middletown today, the city would have to be regarded as having only a lower and a middle class; eight or nine households might conceivably be considered as an upper class, but these families are not a group apart but are merged in the life of the mass of businessfolk.”¹⁶⁵ This would explain the presence of the “Sustaining” member as a singularly wealthy (or perhaps particularly generous) member of the society.

The founding officers of each club also demonstrate the different demographics that made up each group. Helen Wallace Younge, in her dissertation “On Stage and Off with the Peoria Players,” notes that the group’s members “were composed from every walk of life,” and includes the occupations of the first officers: Insurance Agent, “Cultural Leader,” Student, Voice Teacher, Mortician, Dentist, Realtor, and Salesman.¹⁶⁶ Except perhaps for the “Cultural Leader” and Student, all of these individuals worked for their money and position—decidedly middle class efforts. While I have not been able to discern the occupations of all of the founding Footlight Club members, many are noted as being extremely prominent, and/or having connections to extremely prominent individuals of decidedly upper class standing. The club’s first president, Thomas Baldwin Ticknor, provides a good example of economic and social placement of the club’s members. As noted in Angela Ilusorio’s “The Footlight Club; Its Dramatic and Social History:”

The president of the Footlight Club was an exemplary social figure because of his profession, outside interests, education, and family. [. . .] His father founded the publishing house of Ticknor & Fields. After Thomas graduated from Harvard in 1870, he

¹⁶⁵ Lynd and Lynd, *Middletown*, 23.

¹⁶⁶ Younge, “On Stage and Off with the Peoria Players,” 12-13.

worked at his father's company and at Houghton Mifflin Company. [. . .] He, like many of his peers, participated in a variety of prestigious organizations. Ticknor belonged to the St. Batolph, Papyrus, University, Oakley Country, Athletic, and Episcopalian clubs. In Cambridge, he was a member of the Cambridge Historical Society, secretary to the congregation at St. John's Memorial Chapel, and vestryman of Christ Church.¹⁶⁷

His reign as club president lasted for twenty years, and so he was must have been seen as a worthy leader by those in the society, but he was certainly in rarified company. According to the Paul Campbell's overview of The Footlight Club on the Jamaica Plan Historical Society's website:

The men in the Footlight Club were establishing themselves as prominent members of their communities, although in the Wheelwright brothers the club had two men who had already inaugurated a lasting and significant cultural institution by helping to found the Harvard Lampoon several years earlier. J. T. Wheelwright became a prominent Boston attorney. His brother, Edmund M., an architect of significance in the Boston area, would design the Boston-Cambridge (salt- and pepper-shaker) bridge, Horticultural Hall, and the Harvard Lampoon castle. Geo. A. O. Ernst was a lawyer and political reform candidate involved in educational issues and known as "a thorn in the paw of Mayor John 'Honey' Fitzgerald." Doctor Harold C. Ernst was a pioneering bacteriologist and was the first head of that department at Harvard University. Thomas Ticknor, the first Footlight Club president, was a scion of the Ticknor publishing family, whose father published Nathaniel Hawthorne and introduced Charles Dickens to America. These five men were Harvard grads and the connection to Harvard, Boston publishing, and architecture lasted

¹⁶⁷ Angela Ilusorio, "The Footlight Club; Its Dramatic and Social History," in *The Local Community in Modern Urban History* (1989), 2-3.

well into the next century. Others became prominent Boston businessmen and professionals.¹⁶⁸

The actual founder of the club, Caroline Morse, died very soon after its founding. She was the daughter of the prominent Judge Robert Morse, and the first meeting was held in his home. In his 1936 reminiscences, MacGregor Jenkins noted: “It is a curious commentary on the time that she was not the Club’s first President; perhaps because, in those archaic days, it may have been regarded as more fitting that a man should hold this office, but more likely because it was quite in character with her modest and gentle disposition to remain in the background.”¹⁶⁹ The attitude that Jenkins notes corresponds neatly with my earlier demonstration of the presentation of amateur activities as inherently female in chapter two, in which I point out that the amateur realm was already being assumed as female in a play catalogue from the 1870s. Which is, in fact, the same decade in which the Footlight Club was founded. It is possible that the action of placing a man at the head of the organization was an effort to masculinize the entire undertaking, thereby providing it with a greater seriousness to the society by which it would need to be supported in order to survive.

The reality is that women did play a large role in the birth and development of both the Footlight Club and The Peoria Players, and by extension many theatrical groups between the 1870s and 1920s. This omnipresence of women in the amateur theatre is somewhat viciously parodied by Albert McCleery and Carl Glick in their book *Curtains Going Up*, a retrospective of the amateur theatre in the United States:

The dowager took command. She surrounded herself with faithful henchmen, and the amateur theatre in this country was born. [. . .] That they ultimately put on a play is a

¹⁶⁸ Campbell, “The Footlight Club at 125 Years.”

¹⁶⁹ MacGregor Jenkins, “Some Reflections on the Footlight Club,” Footlight Club Records, 1877-1978, Box 1, Folder “Jenkins, MacGregor ‘Some Reflections on the Footlight Club,’” Harvard University, Cambridge, MA, 1-2.

miracle. But the play went on, tickets were sold, and the husbands slept soundly though it all. Nobody got the chance to act on the tiny stage unless they first produced their birth certificates and proved they were socially house-broken.¹⁷⁰

While there is definitely a ring of truth in this caricature, especially as we have shown the Footlight Club was very keen to know the backgrounds of all of their members, associate or active, the dismissive ridicule of the dowager carries with it obvious sexist attitudes that permeated the common view of the amateur theatre, evident even in a book that is supposed to be a celebration of that realm. This statement created enough of an impression on Younge, that she felt the need to state in her dissertation that the Peoria “Players’s members were not of the ‘dowager group.’”¹⁷¹ While she is right in that the origins of the group seem to be more evenly distributed among both its male and female membership, it is interesting to note that, aside from three plays listed as “Director Not Known,” in its first two seasons, women directed *all* of the group’s productions.¹⁷² There were a total of thirty-one plays directed by women just in those first two years. Why this preponderance of women in the amateur theatre, then? Certainly most women of the middle class and upper class did not work during this period, therefore allowing them to devote a greater amount of time to such cultural and social activities, thereby generating cultural capital which supplemented and expanded upon the economic wealth that their husbands provided through employment. The Footlight Club, when faced with the dissolution of the group in 1913, according to Jenkins, was reinvented and kept it alive by its female members:

It was not until 1913 that there was even a ripple on the smooth surface of Club affairs. Then Mr. Dexter felt it necessary to give up his duties as President. There was no one in sight to take his place; there had appeared the first indication of a waning

¹⁷⁰ McCleery and Glick, *Curtains Going Up*, 10-11.

¹⁷¹ Younge, “On Stage and Off with the Peoria Players,” 13.

¹⁷² Tom Kent, *The Peoria Players Theatre 1919-1979: Book 1, The First Ten Years* (Peoria, IL, n.d., circa 1979), 9.

interest on the part of some of the members—life was much more complex than in the early days, and other amusements and preoccupations took the time we used to devote to the Club. Many thought this was an appropriate time for the Club to disband and rest on its well-earned laurels [. . .]. There were a few stalwart souls, however, who determined to carry on [. . .].

An informal meeting was called—as the Founder was a woman, so this epoch-making meeting was suggested by a woman. A few of us gathered for tea with our hostess. There were only two or three men. The rest of the gathering were women, none of whom had ever held an office in the Club. Most of the men were either too busy to attend or thought the whole effort futile. It later developed that the more discouraged and pessimistic of them had not even been invited to attend.

The whole situation was discussed, and while the few men in attendance vacillated and feared to go ahead, the women announced that the Club was to go on and they intended to see that it did. They knew exactly what they wanted to do, they outlined the method of procedure, suggested a new slate of officers, encouraged and fired the doubting men, drank tea and adjourned.¹⁷³

So it would appear that the amateur theatrical realm was indeed becoming increasingly peopled and run by women, a fact that was ridiculed by historians and patronized by publishers. These women were primarily middle class and upper-middle class, but with groups like the Peoria Players, we see women from blue collar families taking part as well, and making significant contributions. Women made up the bulk of the publisher's clientele, and they knew it, a

¹⁷³ Jenkins, "Some Reflections on the Footlight Club," 11-12.

knowledge that heavily shaped their rhetoric.¹⁷⁴ Of course, this line of communication was not moving in a single direction. These (mostly female) amateurs were also having their say, as was demonstrated in the public fight within the pages of *Drama* magazine detailed in chapter two, and also happened in day to day correspondence, albeit in a generally much more subdued and banal manner.

While there is ample anecdotal evidence that amateur producers were consistently bombarding publishers with requests for play recommendations, advice about production, and information about playwrights, etc., these letters have mostly been lost to history, and have largely eluded this researcher's dogged search. However, sometimes they are referenced in articles, such as these two in an article from 1924 in the *New York Times*:

Here is one; the postmark is an unheard-of place in Idaho. It is signed by the Secretary of the Young Men's and Ladies's Mutual Improvement Society. "We are ninety miles from a railroad," it says, "and the population is small and scattered. We are desirous not of making money but of the opportunity to appear before an audience." He wants to know the royalty charges—on ancient comedy dramas which are no longer runs? No; the plays he asks about are "Seven Keys to Baldpate" and "Believe Me, Xantippe."

There are many such; there is even a request from a club of twelve deaf women who want to give "Grumpy" in sign language—the silent drama with a vengeance.¹⁷⁵

¹⁷⁴ It should be noted that while temperance plays could also be tied to the rise of women in amateur theatricals, this researcher has not been able to find evidence of the Footlight Club nor the Peoria Players producing any works that could be labeled outright as "temperance" plays. There could be many reasons for this, and likely different ones in either situation. Most likely, the Footlight Club may have found the plays too base in their representations to be presented in such highbrow company, and the Peoria Players may have found them to be too simplistic to considered "art." These are mere suppositions, though, as I have found no reference in either archive. It is still possible, of course, that individual members of these groups may have participated in such productions outside the auspices of either organization.

¹⁷⁵ "More Amateur Dramatics Today," *The New York Times*, 15.

There are also snippets sometimes included in catalogues, such as those published by Denison's Plays, a firm that used positive quotations from customer letters to sell individual plays and books. Two of these will serve as examples:

Have you any other pantomime as pretty as *The Ballad of Prudence Dean*?

--Annie S. Kieffer, Remsen, IA

The Troubles of Rozinski was very satisfactory and I want something else as good.

--Ed Ballou, New Brunswick, NJ¹⁷⁶

While these quotations are obviously edited to suit the publisher's purposes, from these tiny snippets, a sense of both the preferences and the geography of the publisher's customer base starts to emerge. In his chapter discussing Arthur Leroy Kaser, a prolific writer of minstrel plays and skits who was frequently published by the T.S. Denison and Walter H. Baker companies (among others), Kevin Byrne makes note of this sort of mapping of theatrical activity in his analysis of a 1904 Denison's catalogue, which included testimonials from twenty-five cities covering seven states:

Cross-referencing the locations with the 1900 US Census data offers some revealing population numbers. Though two of the cities have populations over a hundred thousand, the majority of the locations are classified as villages. Eighteen of the locations have fewer than four thousand citizens, and four have less than four hundred. By contrast, Middletown (Muncie, Indiana) had a population of twenty-one thousand, and the town Kaser grew up in, South Bend, Indiana, had thirty-five thousand people at the turn of the century. Denison was catering to some extremely small, rural communities. Looking forward to 1920, few of these villages experienced the population spikes that hit towns

¹⁷⁶ T.S. Denison & Co., *Denison's Descriptive Catalogue* (1922), 44. T.S. Denison & Co., *Denison's Descriptive Catalogue* (1917), 45.

and cities, and instead remained relatively stagnant. Both Muncie and South Bend doubled in size over that twenty-year period, but Grand Ridge, Illinois's population went from 392 to 389. Eight of the villages actually decreased in population. [. . .] What can be taken from this cursory analysis is that Denison scripts were popular in very rural areas of the Midwest and East, and that Middletown, though representing the medium in terms of nationwide population, was actually near the high end of communities toward which these works appealed.¹⁷⁷

While Byrne did compare this catalogue with one from 1930, he did not examine or compare the testimonials from that period, and the omission bears inspection. For the purposes of this study, I have selected a 1925 catalogue, which falls near the end of the period under review for this dissertation. The increase in quantity of testimonials and the number of cities and states from which they originate is significant. While, according to Byrne, the 1904 catalogue listed twenty-five cities from seven states, the 1925 catalogue lists one-hundred-and-seven total testimonials from ninety-one cities from thirty-four states, as well as four cities from the province of Ontario, Canada. Five of these cities had two or more testimonials to their credit, with no testimonials repeated throughout the catalogue. Eighteen of the testimonials were taken from reviews in publications, but a full eighty-nine were from individual customers. Denison's even went so far as to create two separate sections wherein testimonials were simply listed one right after the other, one of these creating the effect of a wall of praise.¹⁷⁸ While I do agree with Byrne that spinning these facts out into a broader analysis is tricky business due to the highly edited source, some tentative conclusions can be drawn from this information. The massive increase in cities and states from which the company drew its quotations points to an increase in business on

¹⁷⁷ Byrne, "The Circulation of Blackface," 102.

¹⁷⁸ T.S. Denison & Co., *Denison's Descriptive Catalogue* (1925), 44, 87. The wall of praise is found on page 44.

Denison's part, but also, when examined in the context of the increased activity across the amateur publishing field as a whole, as yet more evidence of a growing interest in amateur production, and a burgeoning field across the United States. While the majority of the cities are still located in the Mid-West and East, a large portion of the South, as well as parts of the Southwest, West Coast, and Canada have been included, which points to a growing trend. Of course, this is the period when the Little Theatre movement was coming into its own; the Provincetown Players had made their reputation by this point, the Drama League in Chicago had taken up the flag of the movement and was attempting to proselytize across the nation, and the Theatre Guild was invading Broadway with its novel concept of non-profit professional theatre. It could be said that such an increase in amateur theatrical interest is an obvious by-product of the growth of that movement, and in some ways, it is. However, it is also important to note the role of the publisher in this growth, and the nature of the product offered by the publisher. While much of the Little Theatre movement was highbrow in its intent, and middlebrow in its morality, the reality was that many of the little theatrical groups popping up around the nation were more interested in having a little fun on the stage. If that fun was now sanctioned by such high-minded groups as morally acceptable, if not socially necessary, then so much the better. While Samuel French and the Dramatic Publishing Company might have offered the some of the latest Little Theatre plays for production, in addition to the "standard" plays of yore, Denison's bread and butter came from shows written for amateur production circumstances, as Byrne notes:

"Denison's plays follow a certain model: they're simple in staging and character, whimsical, have one interior setting, and few scenes. They are also [. . .] topical without being political—they reflect various social fears of the time."¹⁷⁹ The growth of Denison's company demonstrates a demand for the types of works he provided. The mediation provided by this publisher shaped the

¹⁷⁹ Byrne, "Circulation of Blackface," 93.

theatre available in a growing number of communities across the nation, thereby, to some extent, standardized the amateur theatre, and that standardization did not necessarily coincide with a raising of the perceived quality of the works produced. As mentioned earlier in this chapter, those interested in the art theatre and those just plain interested in the stage were mingling, even within the same groups, and at bottom line, to a play publisher and licensor, they were all simply customers.

Although Denison's can be considered a "smaller" publisher, in that they did not deal as readily with high profile works, as Samuel French often did, I believe it is not a far stretch to say that Samuel French's clientele likely included the very same towns and cities, or ones comparable to them. As Byrne rightfully concludes, "the point [of the testimonials] was to promote their [the script's] acceptability for potential buyers."¹⁸⁰ To this I would add that these testimonials also distinguished the Denison catalogue from others on the market, most prominently that of Samuel French. It is perhaps worth noting that the Samuel French catalogue from 1924, the year just prior to the Denison catalogue under discussion, completely changed format, as I discussed in chapter two, no longer distinguishing royalty from non-royalty plays in any marked visual way, simply placing them together in one long list organized by number of characters. While the following quotation from the 1925 Denison catalogue can be found in the company's earlier catalogues, the changes put into place by Samuel French during this period bring the comments therein into greater focus:

Certain publishers "point with pride" to the *length* of their lists. Denison's list depends on *strength*. It is not "ten thousand" plays you want, or the "best two thousand." So large a number could not be examined if you had them.

¹⁸⁰ Ibid., 101.

This catalogue originated in 1876 with *one* play. The present edition has been entirely rewritten with painstaking accuracy. No play is retained in the Denison catalogue unless it contains *real merit*; that is to say, it has pleased a majority, for no play or book ever pleased everybody.¹⁸¹

While the quotation itself was not altered in response to the Samuel French catalogue, the change in its location could be seen as one. While the same quotation appears in three previous catalogues from 1917, 1921, and 1922, in all three it is placed within the pages of the catalogue, with no great attention drawn to its presence.¹⁸² In the 1925 catalogue, the quotation has moved to the inside back cover, a location much more likely to be seen by the average potential customer thumbing through a copy.

The relationship between amateur consumers and play publishers was persistently mediated through the presence of the catalogue. Publishers often pointed to their catalogues as the ultimate resource for all things amateur, often including preemptive notes within them that anticipated the average requests of their customers, such as this note from a Baker's Plays catalogue dated 1922-23: "Selecting plays is not easy at best. We know nothing of the talent your club possesses, nor do we know the plays you already have. It is better for you to make your own selections. The instructions in this catalogue are so complete that it is believed you will have no reason to be dissatisfied."¹⁸³ This pointed note also provides further evidence that there was a great deal of communication between amateurs and play publishers. This increasingly interdependent relationship, and its connection to the strengthening of copyright

¹⁸¹ T.S. Denison & Co., *Denison's Descriptive Catalogue* (1925), inside back cover. Italics are from the original.

¹⁸² T.S. Denison & Co., *Denison's Descriptive Catalogue* (1917), 57. T.S. Denison & Co., *Denison's Descriptive Catalogue of Amateur and Standard Plays* (Chicago: T.S. Denison & Co., 1921), 50. T.S. Denison & Co., *Denison's Descriptive Catalogue* (1922), 48.

¹⁸³ Walter H. Baker Co., *A Catalogue of Baker's Plays and Entertainments* (Boston: Walter H. Baker Co., 1923), 79.

laws, can even be traced through time in reviewing the Secretary's Reports of the Footlight Club. The first real mention of copyright law appears in the report of 1902:

The difficulty of getting suitable plays for our performances is increasing year by year – owing largely perhaps to the present copyright law – but partly also to the large increase of stock companies in the smaller cities. Some plays that we could do, it at times is quite impossible to get, while for still others royalties of as high as one hundred dollars are asked.

In looking back for five winters (15 plays) there were but four pieces for which we did not pay royalty and for one of these we perhaps should have paid. The old pieces, printed years ago, which are public property seem now to be old-fashioned, but the Directors feel that they may have to try some of them next season.¹⁸⁴

During this period, it was still not uncommon for an amateur group, if they wanted to produce a newer play, to acquire a manuscript and parts, as detailed in chapter two. It is interesting to note that even a company who, for all appearances, was honest in their dealings with playwrights and play publishers, found that they had, apparently inadvertently, not paid royalties that were due. This also demonstrates that, even though the play publishers and manuscript dealers had been in business for over half a century, a true and clear royalty system was still not in place. This lack would later allow publishers to fill and shape the increasingly profitable revenue source of amateur royalties to their advantage.

In 1903, the thread is again taken up, and here a discussion of manuscript duplication and royalty cost is found, as well as the first mention of “play agents”¹⁸⁵:

¹⁸⁴ “To The Footlight Club,” 2 June 1902, Footlight Club Records, 1877-1978, Box 2, Folder “Secretary's Reports 1900-1909,” Harvard University, Cambridge, MA, 4.

¹⁸⁵ In this context “play agents” could refer to publisher/licensors like the ones being examined in this dissertation, such as Samuel French and Walter H. Baker Co., but it could also refer to agents that did not publish works, but held

The report of the Treasurer—showing a balance of about \$250 goes to the Board of Directors, to be elected this evening, for their approval.

The balance as above is fairly satisfactory considering the necessarily increased cost of plays, for almost all of which we now have to pay a royalty.

The Directors have deemed it wise to have made two full copies of manuscript plays for our own use, and the cost of this, added to that of cue parts, which must also be made in most cases, is considerable. This scheme was first tried at the last performance. The matter of getting plays is really a serious financial one, as about everything is protected by copyright.

Fortunately our relations with several of the “Play” agents are satisfactory at present, and we have fairly good opportunities of getting hold of such pieces as the professional managers are not at the time using.¹⁸⁶

By 1908, the board makes a plea to their general membership for play suggestions, apparently at a loss for material:

The Directors have given careful thought to the coming season of the Club and while we have a number of plays under consideration, we are always glad to receive suggestions of plays from members even if we are unable at the time to produce the play suggested. So many plays are now protected by the copyright laws that we have to depend on play

the right to license manuscripts in their possession, these could include producers as well as individual agencies. However, as there is evidence that this particular company did have dealings with Baker's, as well as other publisher/licensors, and as the writer is generalizing, it is reasonable to assume that such a statement would have included their dealings with the major acting edition houses of the day.

¹⁸⁶ “Secretary's Report,” 14 Dec 1903, Footlight Club Records, 1877-1978, Box 2, Folder “Secretary's Reports 1900-1909,” Harvard University, Cambridge, MA, 1-2.

agents for getting acting rights, and while on good terms with several agents, it is not always possible for them to get a play that we may want at the time it is wanted.¹⁸⁷

This is the second mention of being on “good terms” with play agents. It is difficult to surmise exactly what this might mean, whether they were socially friendly with the agents, or if they were simply considered good customers. Hypothetically, social contact could have been possible, as Thomas Ticknor, the president of the Footlight Club for its first twenty years, was in the publishing industry and might have crossed paths with the heads of such firms as Baker’s Plays (located in nearby Boston) or even Samuel French, Inc. But that is merely a supposition, regardless of the nature of those “good terms,” their repeated reference implies the possibility of being on “bad terms” with the licensing agents. While there was likely some sort of social and economic weight being thrown about, the essence of the statement points to the morality of consumerism discussed in chapter two. The Footlight Club was on good terms because they were good, honest consumers (allowing for their accidental and internally acknowledged slip-ups).

While I have not yet been able to uncover the meeting minutes for the Peoria Players, there are indications that they were going through “proper” channels to acquire performance rights, as well. Even as early as their second season, the group includes the following copyright notice in a play program, “The Peoria Players wish to acknowledge manuscript copyrights of *Mrs. Harrison* to Macmillan, New York; *The Wonder Hat* to Stage Guild, Chicago.”¹⁸⁸ Interestingly, even though Zona Gale’s *The Neighbors* is included on the same bill, there is no mention of the play in the copyright notice. This points, in part, to the still haphazard system of

¹⁸⁷ “Secretary’s Report,” 14 Dec 1908, Footlight Club Records, 1877-1978, Box 2, Folder “Secretary’s Reports 1900-1909,” Harvard University, Cambridge, MA, 3.

¹⁸⁸ Peoria Players Program, 20 Dec 1920, Peoria Players Clippings, Peoria Public Library, Peoria, IL, 3.

play licensing in place. In an acting edition of *The Neighbors* printed for the Walter H. Baker Co. by B. W. Huebsch, Inc. the following note is included:

The Neighbors may be performed under the following conditions:

The royalty on THE NEIGHBORS is Ten Dollars for every performance to which admission is asked; or Five Dollars when there is no admission.

RURAL ROYALTY

For rural communities the offer is made to permit the play to be given without royalty on condition that some group or person plant in the community a roadside fruit tree; or else contribute in some definite way to community consciousness and community development.

The royalty is payable to either the publisher or the author.¹⁸⁹

While it is highly unlikely that the Peoria Players would have seen themselves as a “rural community,” this note leaves the door of interpretation wide open as to whether a royalty should be paid. It is quite possible that they could have planted a tree or some other greenery and deemed it a worthy trade. This unusual royalty situation also produces extra symbolic capital, which is fostered by the publisher, and which enhances whatever capital would have already accrued to such amateur productions, providing an even greater distinction with the professional industry than the lack of a paycheck. This note pulls to the forefront the “civilization mission,” that frequently pervades the amateur theatre in the United States. This mission is persistent whether one is discussing the Victorian parlor theatrical or the latest Little Theatre production. While in the Victorian era, such issues were translated into more overt concerns over the morality of given works and the cultivation and maintenance of a burgeoning middle and upper

¹⁸⁹ Zona Gale, *The Neighbors* (New York: B.W. Huebsch, Inc., 1922), 2. A note on the title page reads: “Special edition printed for Walter H. Baker, Co., Boston, Mass.”

middle classes, the greater social inclusion of the Little Theatre movement, while not forgoing issues of morality, more often transposed such anxieties into concerns over artistic quality and community outreach. The theatre was to raise the brow level of the nation—artistically, morally, and socially—as noted in one of the Drama League’s initial call to arms, “The Drama League of America had for its aim the uplifting of the Drama in America, which must come through the educating and uplifting of the public in America.”¹⁹⁰ Given the circumstance of this note, the Peoria Players could have seen it as imperative to “contribute in some definite way to community consciousness and community development,” rather than pay a soulless monetary fee. Their artistic act takes on a greater social and moral import, further enhancing the group’s already upstanding reputation. This demonstrates both the micro and macro of the amateur theatrical experience. Here is an author extending special privileges to those amateurs that are willing to fit a certain morally-centered and socially-conscious mold, all while enhancing the idea that the artist doesn’t require payment. This places the author and the amateur on the same playing field, so to speak, deliberately excluding the professional. The publisher is then located in the unusual and rather untenable position of being unable to enforce the stipulated royalty, although such a note could also boost the publisher’s image within the eyes of the amateur producer, by demonstrating that monetary gain was not their primary objective, thereby solidifying the cultural capital of the firm. When considered in that light, the publisher could have seen it as a low-risk concession to amateur groups. After all, Zona Gale was only one of many hundreds of authors included in the company’s catalogue. Of course, the group does not mention that any particular tree has been planted (or any community service done, for that matter) in the program, but perhaps such a statement would have been seen as gauche. Stepping back for a moment to the copyright notices in the program, it is also important to note that the

¹⁹⁰ Elliott, “The Drama League of America,” 116.

Players are rather specific in noting the “manuscript” copyright in the other two plays. They obviously applied to the copyright holders to review and then produce the manuscripts mentioned, whereas Zona Gale’s play was available in book form, which could also have created some gray area in the minds of the amateurs, as many plays in book form were still not subject to royalty fees. Although, from all appearances, it would seem that they were attempting to honor the essence of the laws and morality involved in the production of the plays included in that evening.

Copyright notices in later programs are hit and miss, but they are included often enough to infer that the group was attempting to follow the “rules.” However, the first notice to appear that references one of the traditional play publisher/licensors does not occur until 1926. The note, “Play produced by the permission of Samuel French,” can be found at the bottom of the program for the Players’s production of *Merton of the Movies* by Kaufmann & Connelly in January of 1926.¹⁹¹ Two years earlier, in the 1924 Samuel French catalogue, T.R. Edwards opened the catalogue with a significant and substantial essay regarding the consolidation and acquisition of amateur rights, which is quoted at length in chapter two. It is in this period of the mid-1920s that “produced by the permission of” notes start to become the norm. Previous to this period, permission notices are often seemingly random and associated to a greater degree with plays in manuscript form rather than published works, as shown above.

So, it stands to reason that a group such as the Peoria Players (or the Footlight Club for that matter) had regular dealings with play agents and established some sort of relationship with at least some of them. It is in this context that the following, rather perfunctory, letter from Samuel French to Frances Wittick, one of the Peoria Players’s directors, should be examined:

¹⁹¹ Peoria Players Program, 26-28 January 1926, Peoria Players Theatre, Scrapbook 2, The Peoria Historical Society Collection, Bradley University, Peoria, IL, 3.

Dear Madam:

We are in receipt of your letter and beg to advise that the royalty for amateur production of “WURZEL FLUMMERY” is \$10.00 each performance, the royalty being payable direct to this office one week in advance of date of production.

We are mailing you, under separate cover, one of our new catalogues.

Thanking you for your letter, we remain

Very truly yours,

Samuel French¹⁹²

While obviously formulaic, this letter is of interest for multiple reasons, the most basic of which is that such correspondence is exceedingly rare, even when records have been kept by theatre groups. What is more interesting is the manner in which this particular letter was preserved. It was placed with care in a scrapbook, one of eight created by Frances Wittick chronicling the early history of the Peoria Players, along with a program from the production of *Wurzel-Flummery* and its newspaper review. It is the only such letter included in her entire collection, even though she was a frequent director for the club and (obviously) kept very good record of her and the club’s activities. This would indicate that the letter was somehow seen as special—worthy of retaining for posterity. Oddly enough, the letter is signed “Samuel French,” even using his traditional closing phrase, “Very Truly Yours,” although he had been dead for decades at the time the letter was written. Obviously, whoever signed the letter was signing on behalf of the company, but the unavoidable, and perhaps intentional, conflation of the man and the company creates a strange familiarity, and no doubt led some to believe they were corresponding

¹⁹² Samuel French, Inc. to Frances Wittick, 15 July 1924, Peoria Players Theatre, Scrapbook 1, Peoria Historical Society Collection, Bradley University, Peoria, IL, 30. Curiously, this was one of the few plays that appear in the production histories for both the Peoria Players as well as the Footlight Club.

with the man himself.¹⁹³ Whether Mrs. Wittick believed this to be so cannot be ascertained, but her inclusion of the letter in her scrapbook does point to its position as a special document, at least in her eyes. It is also interesting to note that the letter references the shipment of the company's latest catalogue. As Mrs. Wittick's original letter to Samuel French was unable to be found at the company, it is impossible to know whether or not she asked for one to be sent to her. However, it again points to the catalogue as central in the relationship between amateurs and play publishers. It also insinuates that she would not have had to write for such information if she had the most updated catalogue in hand. Indeed, a quick glance at the 1924 catalogue does include a description of the play in question, including the amateur royalty cost.¹⁹⁴

The letter from Samuel French to Mrs. Wittick demonstrates that the group was following "proper" channels in their acquisition of plays for production, and it can be, fairly safely, assumed that the royalty was paid. And yet, there is no mention of permission being granted by Samuel French in the program. It has been demonstrated that amateur groups were, at all times, concerned with the cost of plays, and yet these two groups, perhaps because of their relatively safe economic substructure, appear to have been towing the line in regards to paying their way.

The economics of play production were often at the forefront of the amateur producer's mind, and good money management and profit-making proved to be one way of justifying the group's existence, both internally and to the public. One finds a lot of comments regarding amateur theatre companies's attempts to run in the black, whether the money was passed along to charities or used to fund future theatrical productions. There was a pride in what was considered "good business practices," with the small distinction that no one received a salary. This

¹⁹³ Even during my tenure at Samuel French in the early twenty-first century, the company would occasionally receive letters earnestly addressed to "Dear Mr. French."

¹⁹⁴ Samuel French, Inc., *French's Catalogue of Plays* (circa 1924), 44.

comment from the Peoria Players 1924-1925 brochure demonstrates both the pride and anxiety that came along with such goals:

The creative, directive and productive skill comes from the voluntary service of the trained artists in the community. The productions must pay their own way, prove their right to presentation. The Players has not borrowed, begged or stolen; however it closed its fifth year with cash in the bank sufficient to start its present season free from financial embarrassment.¹⁹⁵

It seems to be an odd statement in that what is championed as a voluntary effort is apparently only justified through monetary recoupment. However, this anxiety over financial return on investment is echoed in catalogues from the period as well, such as in a 1922-1923 catalogue from Baker's Plays, in which the following note appears: "An investment of three dollars in Baker's Plays often yields a net return of three hundred dollars."¹⁹⁶ How the company derived that number is not clear, but the association between their stable of works and profit is obviously what is driving their inclusion of this note in the catalogue. The amateur must disavow any personal gain, and yet their group must demonstrate monetary gain, to be respected as an institution worthy of its place in both the local society, and the nation as a whole.¹⁹⁷

Having reviewed and analyzed the social and economic structures of the organizations that are so graciously filling in as representatives for the amateur theatrical world from this period, it would be most natural to progress to an analysis of their productions. While it is impossible to fully analyze a production from the period in question, the attempt is still a

¹⁹⁵ "Peoria Players: 1924-1925," Peoria Players Clippings, Peoria Public Library, Peoria, IL, 5.

¹⁹⁶ Walter H. Baker Co., *A Catalogue of Baker's Plays* (1923), 74.

¹⁹⁷ This harkens back to the argument in *Drama* magazine discussed in chapter two, in which the playwright Walter Prichard Eaton stated that, "[Americans respect] the institution which can pay its way. [. . .] If an amateur group of a little theatre cannot raise the usual \$5.00 or \$10.00 royalty on a one-act play, and the proportionate royalty on a longer piece, to pay the author for his labor in writing it, then this group is not a going concern, it is a charity patient. And with charity patients, the American people will have little to do." Eaton, "Letter to the Editor," *The Drama*, January 1923, 125.

worthwhile exercise, in that it is only through performance that the theatrical comes alive. Of course, as Benjamin notes, “to articulate the past historically does not mean to recognize it ‘the way it really was.’”¹⁹⁸ With this in mind, and with all due humility, I have selected three performances, one from the Footlight Club and two from the Peoria Players, to excavate and examine. I will delve into these particular productions, in an effort to tease out not only the specific performance dynamics of the groups in question, but also the broader social, theatrical, and economic implications that they harbor within them. The Footlight Club performance that I have decided to examine in greater depth is actually an evening of two plays; *Red or White?* by William Maynadier Browne, and *False Pretensions* adapted by Horace W. Fuller from the French play *La Poudre aux yeux* by Eugène Labiche and Henri Martin. This particular evening was selected, in part, due to the confluence of a number of different information sources, including, but not limited to: a photograph of the cast in a pose from the production, an annotated acting edition script from one of the actors in the production, notes regarding its production costs, and a catalogue providing the advertisement for one of the pieces performed.

The plays were produced on November 28 and 29, 1893. The first item of interest is their completely different origins. One was a premiere and the other was (most likely) plucked from a publisher’s catalogue. The 1893 performance by the Footlight Club was the very first performance of Browne’s *Red or White?* It is a short play in which a young woman engaged to an older man is wooed by his young nephew. The older man overhears the younger man try to get the woman to run away with him—she is to place a red rose in the vase on the mantle if she chooses to leave and a white one if she will stay with his Uncle. The Uncle graciously offers the young woman a way out of the relationship, but she is so moved by (or manipulated by) his magnanimity, lack of egotism, and concern for her wellbeing that she decides to stay, placing a

¹⁹⁸ Walter Benjamin, *Illuminations*, ed. Hannah Arendt, trans. Harry Zohn (New York: Schocken Books, 1968), 255.

white rose in the vase. The Uncle proves to be the epitome of the patient, omniscient father figure, handily defusing the threat to his security. While there does not appear to be any explicit evidence that the play was expressly written for the Footlight Club, it was never less given its first viewing there. Two years later, in 1895, this play was published by Baker's Plays, with the note "As originally performed by 'The Footlight Club' at Eliot Hall, Jamaica Plain, November 28 and 29, 1893." While Mr. Browne had previously published other translations of plays, this direct connection between the Footlight Club and the Baker's Plays publication could point to the Club's facilitation of getting the play into print. Perhaps this sort of thing is included in the previously mentioned "good terms" between the play agents and Club members. Here also, is yet another example of works developed in the amateur field feeding into a play publisher's stable, and then being marketed to other amateurs as duly appropriate material for their consumption. Such publication also provides a sort of validation and something of a badge of honor to the theatre which premiered the work. A similar scenario is trumpeted by the Peoria Players in a brochure detailing their achievements for the fifth anniversary of the organization:

The complete list of plays presented during the past five seasons, though worthy and imposing, would be out of place in this brief resume of the Players activities. However, included in such a list would appear the names of many other well-known dramatists, as Benavente, Galsworthy, Drinkwater, Masefield, St. John Irvine, Sutro, Schnitzler, Zona Gale, Torrence. *Of the eight original plays, four have received publication.*¹⁹⁹

With this statement, the organization is demonstrating that the "amateur" plays they have chosen for production are worthy enough to be published alongside the prominent writers listed above. Unfortunately, those plays have not proven to have the same staying power. I have had difficulty ascertaining which original plays from the first five seasons were published. However, the pride

¹⁹⁹ "Peoria Players: 1924-1925," Peoria Players Clippings, Peoria Public Library, Peoria, IL, 3. Italics are mine.

with which publication is associated is significant. It represents an acknowledgement of the amateur as producer, as well as consumer, within the larger theatrical landscape; demonstrating the amateur's ability to shape that landscape. Here we see the complexity of the amateur theatrical consumer coming into sharper focus. These Peoria playwrights were not the next Eugene O'Neills of the U.S. stage, but their creative output was distributed beyond their small community, and therefore had the ability to influence and shape other theatrical groups around the nation, as well as the communities within which those groups existed. In this circumstance, the publisher plays the role both of a conduit and, in effect, a gatekeeper. Only those plays deemed "worthy" will be acquired by the publisher and distributed to other theatrical groups. To use Bourdieu's language, the publisher authorizes or consecrates the work: "[he] is one of those prestigious sponsors [. . .] who effusively recommend their candidate."²⁰⁰ The publisher thus, once again, falls into the patriarchal role of all-knowing benefactor, providing approval to some and assurance to others in this transaction, all while assessing the works for their potential monetary worth in the amateur market for his own gain—the copyright on Browne's play is held by Walter H. Baker & Co., not by the playwright. Of course, in the 1920s, the playwrights would have had a better chance of retaining their copyrights, but the basic economics of the exchange would have remained the same: the publisher seeks out works that will bring a profit, and then endorses them in the eyes of the amateur community through publication and distribution. It also ensures the development and maintenance of a certain amateur aesthetic, in that the works written by amateurs are influenced by the works they have seen and read and produced. As more works written by amateurs feed into the amateur market, a cyclical reaffirmation of certain moral tenets and social mores becomes inevitable, and ever more insulated from the dangers of the professional stage. This is useful to the publisher in ways

²⁰⁰ Bourdieu, *The Field of Cultural Production*, 77.

beyond monetary benefit, although ultimately it bolsters such economic gain. The play publisher is only useful in a world in which there is an amateur consumer, and it behooves him to foster that consumer's community, providing the consumer with works that allow her to either demonstrate a superiority to others (artistically, socially and/or economically), and/or to reassert her own traditions, mores and conventions—which is not to say that these two motivations are entirely distinct from one another. One look at the Baker's Plays catalogue description of *Red or White?* shows how a publisher might amplify a theatrical group's sense of social and cultural superiority. In a 1909 catalogue, even though the Footlight Club is not mentioned directly, the following description compliments the hypothetical consumer who might produce the piece: "An admirable little piece, appealing to the best taste."²⁰¹ This note not only flatters would-be customers into buying the book (I have the best taste, so this must appeal to me), but also, when paired with the earlier mentioned acknowledgement of play's premiere at the Footlight Club in the acting edition's front matter, places the Club as a taste-maker.

The provenance of the second play on the Footlight Club bill, *False Intentions*, points to a somewhat more traditional top-down method of acquisition both on the part of the publisher and the amateur group. The French original, *La Poudre aux yeux* (dust in the eyes), was originally produced at the Théâtre du Gymnase-dramatique in Paris on October 19, 1861. In it, an unsuccessful doctor and his wife put on airs for their daughter's would-be fiancé's mother and father, instigating the young man's parents to do the same, leading to an escalation of one-upmanship that goes to such extremes that it puts the young couple's happiness in jeopardy—that is until the young man's rich and down-to-earth Uncle comes in and saves the day by calling them all out on their outrageous exaggerations. It is noted as a suitable play for the study of French in an article in *Scribner's Monthly* from 1878:

²⁰¹ Walter H. Baker & Co., *Catalogue of Plays* (1909), 29.

It is curious to note how few comedies there are in two acts. With the exception of the artistic and even poetic “Sweethearts” of Mr. W.S. Gilbert, I do not know one first-rate two-act comedy in English; and they are almost as rare in French. Besides “La Poudre aux Yeux,” by MM. Labiche and Martin, in the college series, there are at least two other lively little plays of this length suitable for our purpose [. . .]. And there is not a single play on the list to the reading of which by her daughter the most fastidious mother could object. Such a list is certainly an answer to the reiterated assertion that all the dramatic literature of France is immoral.²⁰²

This quote is provided to demonstrate two things. The first being that the piece had been circulating both in English and in French for a substantial period of time before it was produced by the Club, and could have been known to them through other means. The other is to provide an example of the distinction made between the morals of the French theatre and that of the United States. The puritanical roots of the latter being on full display in the quote, as the author attempts to assuage the reader that all French theatre should not be rejected outright due to the latitude and longitude of its origin. This is not done, however, by the suggestion of a wholesale adoption of French plays, but by the careful selection of singularly chaste works that conform to a morality that is acceptable to a U.S. audience. Thus, even as the author is recommending French works, he is upholding the cliché that all (or most) French theatre is immoral. The assertion that the plays listed in the article are acceptable for any young girl reiterates the notion that the theatrical must be controlled and edited for the average amateur consumer, publication providing some of that moral assurance (in this case, through the “college series” published by Henry Holt and Company in 1864). Now, while it is possible that the play was discovered by the

²⁰² Brander Matthews, “French Plays for American Amateurs,” in *Scribner’s Monthly*, ed. J. G. Holland, Vol. 15 (New York: Scribner’s and Co., 1878), 131.

Club through this article or the “college series” mentioned therein, there is great evidence that they selected the piece from the listing in a play publisher’s catalog. The annotated acting edition included in the archive is of the Horace W. Fuller translation, which was published by the DeWitt Publishing House of New York City. In a catalog from approximately the same period, the following listing can be found:

No. 346. FALSE PRETENSIONS. A Comedy in two acts. Adapted from the French “La Poudre au[x] Yeux,” by Horace W. Fuller. Eight male, six female characters. The comedy characters are genteel and all excellent, both male and female. Specially adapted for amateur performance, with scope for the best talent. Scenery, two nicely furnished interiors. Costumes, of the present day. Time of playing, one hour and a half.²⁰³

The French original, at the time of DeWitt’s publication of Fuller’s translation, was well out of copyright. However, his version is boasted in this description as being “specially adapted for amateur performance,” providing an even greater protection against any lingering French immorality that the play may have retained, even through its many years of previous circulation in the U.S. market. While the majority of the translation is fairly true to the French original, the ending proves quite different, and was apparently rejected by the Club’s players. The title page of the acting edition owned by one of the actors, Anne Lee, who played Madame Malingear in the production, shows evidence that she was at least somewhat fluent in French, in that she has corrected the grammar of the original French on the cover from “La Poudre au Yeux” to La Poudre aux Yeux.” Further evidence of knowledge not just of the French language, but of the original French text is demonstrated in the apparent omission of the ending added by the translator. The original French ends with this line: “Allons, mangeons-les!...çe sera notre

²⁰³ The DeWitt Publishing House, *DeWitt’s Acting Plays* (New York: The DeWitt Publishing House, n.d. circa 1890s), 29.

châtiment! À table! La main aux dames!...(On offre le bras aux dames, et l'on passe dans la sale à manger.)²⁰⁴ It is a simple ending, wherein all the characters retire into the dining room for supper. In Anne Lee's annotated acting edition, a hand-drawn line leading to a note stating simply "end" separates the original ending from the rest of the text, which reads as follows:

MAL. (*to his wife*). What do you think now, my dear, about throwing dust in the eyes?

MAD. M. Oh! Malingear, don't say a word. I have learned a lesson. If other could only realize, as I do now, how much happier everyone is in honestly walking in his own sphere in life—

ROB. (*interrupting*). You are right, madame. Why, I came to Paris with only a few sous in my pocket, and worked my way up. I am a coal dealer, and I am proud of it. I say a man—

RAT. Never mind, Uncle Robert. We know all that. Come to dinner.

MAD. M. (*to Uncle Robert*). You are right; but the world thinks differently. Everywhere you look, you see a constant struggle to keep up appearances. Everything, even honor itself, is sacrificed for the sake of deceiving and deluding our fellow-men. And what is the result? A brief, though it may be a brilliant, triumph; and then the bubble bursts. The fine feathers are plucked off, and nothing is left but shame and mortification! (*to audience*) You know that I am right. The world would be better and the people happier, if all were contented with their lot, however humble. Then there would be no putting on airs, no FALSE PRETENSIONS!²⁰⁵

²⁰⁴ Ferdinand Bôcher, *College Series of French Plays* (New York: Henry Holt & Co., 1864), 59. Rough translation: "Let us go, let us eat them! It will be our punishment! To dinner! Hand to the ladies!" (Offering the ladies their arms, they all retire into the dining room.)

²⁰⁵ Horace W. Fuller, *False Pretensions* (New York: The DeWitt Publishing House, 1887), 34-35.

This new ending, ostensibly added for the U.S. amateur market, is pretty remarkable in its bold didacticism and blatant statement (as well as reassertion) of the “moral” of the play, not to mention putting a damper on the light comedy that proceeded it. While such moralistic endings were not unusual during this period, the addition of this ending points to an anxiety over how the original material would be received. It is as if there is a concern that the audience will not be able to cull the appropriate message from the original play and must be educated on how and why this play has been produced (for their own good). It is therefore even more interesting that it appears that the Footlight Club did not use this ending. Here is an example of a play being “adapted” for amateurs, and then that adaptation being rejected by the amateur consumer in their production of the work. However, while such “editing” of plays is not uncommon in the amateur realm, this particular occurrence begs the question of whether a theatrical group without knowledge of the French original would have had the inclination to cut the additional ending. I believe, in that circumstance, that such an edit would be much less likely, in which case, the additional ending would remain, and the audience would be suitably chastised for their enjoyment. But in the situation at hand, the knowledge of the French original bestowed a certain authority on the amateurs, allowing them to confidently omit the extraneous moralizing. The question remains, though, why the author and/or publisher felt the need to add the moral recap at the end of the play. Perhaps this was supposed to provide a further reassurance to both the amateur producers and their audiences that the exoticism of the French could be enjoyed, so long as their antics were put in the proper puritanical context. Perhaps it is an author talking down to the amateur consumer, assuming them incapable of understanding the underlying moral of the story. Whatever the motive, the adaptation reveals both a suspicion of the original as un-American, and an assertion of traditional puritan “American” values.

The picture of the production of *False Pretensions* below shows most of the actors in the production on stage, which is decorated to represent a drawing room from the period. Conveniently, both plays on the bill could have easily used the same set with a few minor changes, as the first play takes place in a library and the other in two different drawing rooms.



Figure 2. Photograph of the Footlight Club Players in their production of *False Pretensions* (1895).

Two copies of this photo appear in the Footlight Club archive, one in a scrapbook, where it is labeled “False Pretensions: Act 2nd,” and one as a mounted photo placed in an envelope, from which this scan was taken. While the actual moment of the second act is not specified, it appears to be of the final scene, as the characters are all in evening dress, and Uncle Robert is present on stage. Further evidence is provided by the body language of the actors—notice the young lovers in the background looking on with trepidation, suggesting that the moment being presented is tense, and as the final scene is the moment wherein the couple finds out whether or not they will

²⁰⁶ Photograph of *False Pretensions* cast on stage, Footlight Club Records, 1877-1978, Box 4, Folder "False Pretensions: 3 photographs, 1895," Harvard Theatre Collection, Harvard University, Cambridge, MA.

be married, such expressions would be appropriate. Upon careful examination of the photograph in comparison with the acting edition text, it becomes obvious that the setting presented on stage is (inevitably, but notably) different from the set suggested in the script, the specifics of which again seem to have been expanded by the translator. Some of the more interesting slippages include the piano from Act I being left on stage. This is supposedly from the Malingear's drawing room, and yet it remains when the company moves to Ratinois's house in the second act. No doubt, it was too heavy to move, and there may have been no room to stow it backstage, and surely it would not be out of character for either family to have a piano. But whatever the practical reasons for not moving it and the logical reasoning supporting the decision, the presence of the piano creates a tangible bridge between the two houses. Also, even though they have taken great pains to create a fairly realistic representation of a drawing room, one can see other slippages between the theatrical world and the real one in such details as wall decorations on the side flats and the back wall not lining up with each other. The difference between the piano and the misaligned flats, however, is that the audience would not likely notice the piano's presence in both houses as strange, whereas they might notice the walls being askew. And then, of course, there is the presence of the actors on stage. As living beings, their presence necessarily defeats the illusion of reality as they endeavor to create it, but also reaffirms a different reality, that of their peers and audience members. As Bourdieu states, "even in its most refined forms [the theatre] still bears a social message and can only be 'put over' on the basis of an immediate and profound affinity with the values and expectations of its audience."²⁰⁷

Certainly not surprisingly, each of the plays chosen for production on this double bill clearly reaffirms the group's social mores as well as solidifies the group's identity as an

²⁰⁷ Pierre Bourdieu, *Distinction: A Social Critique of the Judgement of Taste*, trans. by Richard Nice (Cambridge, MA: Harvard University Press, 1984), 19.

exclusive club wherein all the members are of a similar social standing and invested in the maintenance of that community. This does fit, to some degree, with Benjamin's idea that the power or aura of a work of art is often tied to ritual: "It is significant that the existence of the work of art with reference to its aura is never entirely separated from its ritual function."²⁰⁸ In this circumstance the ritual function, which was quite clearly referenced in an earlier quote from the Footlight board to its members, is the act of creating and maintaining the exclusivity of the club, both by holding potential members at bay, as well as by producing plays that will support the worldview of the existing members. This is reified by their extreme disapproval of any public announcements regarding their activities, and selective admissions policies. However, the human element, while enveloped in the overall machinations of the entire project, also necessarily troubles the field. As one actor remembers his role on the stage:

And so the play goes on to the final curtain, there comes relief from hidden tension, general relaxation and jollity. I for one always had a hidden sorrow. I had fumbled this, I had omitted that. Henry Goodrich, almost always letter-perfect, has reminded me more in pain than anger that I have again fallen a victim to my inveterate habit of interpolating into my part strange and unfamiliar lines, and I have promised better things on following nights.²⁰⁹

He then goes on to wax poetic about the pleasantness of the evening and memories it evokes, but his comments remind the reader that the aura which Benjamin ascribes to the actor performing a role on stage and being viewed as inseparable from that role is complicated by the amateur actor, who's own personality is usually never in doubt as he moves through the play, being exhibited in his actions on stage, as well as just being common knowledge to the audience members, whom

²⁰⁸ Walter Benjamin, *Illuminations*, 225.

²⁰⁹ Jenkins, "Some Reflections on the Footlight Club," 11-12.

are also active members of his community beyond the walls of the theatre.²¹⁰ As Mieszkowski notes, “distance is precisely what is cultivated by the rituals of auratic art, mediacy rather than immediacy.”²¹¹ This notion of distance is expanded by McGillivray in his connection between the auratic and the concept of “stage presence” through his analysis of celebrity stage performance in Cate Blanchett’s performance of Richard II, which I feel is particularly pertinent to this discussion:

Medieval monarchs were venerated as sacred beings and performatively reinforced this through their rituals; aura depends on ritual and monarchs acquired auras through ritual and ceremony. Although European monarchs no longer have this sense of sacred mystery, and we no longer venerate them, a star performer possesses an ineffable mystery of her own: stage presence.²¹²

As Jenkins himself notes, while the other amateur actors may have attempted to cultivate a certain stage presence, he was particularly handicapped in this regard, and indeed the auratic element of the performance was disrupted by his presence.

The elements at play are even more complicated in another anecdote related by Jenkins, this one dealing with Anne Lee, the owner of the annotated acting edition of *La Poudre Aux Yeux*:

On the eve of one presentation Miss Anne Lee, who was playing an important part, was taken ill. It was impossible to replace her and the play seemed doomed. But as the appointed time she appeared and played her part faultlessly. No one in the audience

²¹⁰ Benjamin, *Illuminations*, 229. “The aura which, on the stage, emanates from Macbeth, cannot be separated for the spectators from that of the actor. However, the singularity of the shot in the studio is that the camera is substituted for the public. Consequently, the aura that envelops the actor vanishes, and with it the aura of the figure he portrays.”

²¹¹ Jan Mieszkowski, “Art Forms,” in *The Cambridge Companion to Walter Benjamin*, ed. by David S. Ferris (Cambridge: Cambridge University Press, 2004), 40.

²¹² McGillivray, “King/Cate,” 160-61.

guessed that a bed had been placed in a dressing room upon which she could rest between her appearances and that a doctor was close at hand to care for her if necessary.²¹³

It is impossible to know whether Miss Lee was ill during their performance of *La Poudre Aux Yeux*, but the knowledge that she could have been does bring a certain immediacy to imagining the performance of the play, as well as some insight into the owner of the script providing illumination. Her actions do not just paint her as noble, suffering for the sake of art, but as Jenkins relates the story, they demonstrate a “self-sacrifice” and “devotion” to the group that deserves recognition. Of course, her behavior is very dramatic in and of itself, playing into ideas of theatrical divas of the time, and romantic notions of the dying noble woman (one is reminded of Sarah Bernhardt and Dumas fils’s *La Dame aux Camélias*, although admittedly, she first performed that role three years after the Footlight Club produced *La Poudre Aux Yeux*). While it is hard to know whether or not Miss Lee had “stage presence,” she is certainly feeding into the concept of the auratic cultivated by a celebrity performer. Of course, Miss Lee did not die, but while her condition might have been kept from the audience during the performance, it would be a pretty safe bet that it was heavily discussed afterward. The image of her collapsing into a bed just off stage whenever she exited, being tended to by a physician on-call just for her needs, and then mustering the strength to continue on is just too good a story to keep from one’s peers, as demonstrated by Jenkins’s retelling of it. The fact that she had a private physician enlisted for the evening also, again, demonstrates the level of economic wealth that the members of this club enjoyed. This is also borne out by the cost of the evening to the club. According to their records, the cost for the production was \$406.83, with expenses listed as \$219.84.²¹⁴

²¹³ Jenkins, “Some Reflections on the Footlight Club,” 18.

²¹⁴ “Footlight Club Membership Register,” Footlight Club Records, 1877-1978, Box 7, Harvard University, Cambridge, MA, 82.

Unfortunately, a detailed accounting of the production was not found, so it is not entirely clear what might have been considered an “expense,” as opposed to a “cost.” In accounting terms, the “cost” usually refers to the purchase of actual items, whereas “expenses” might include ongoing expenditures, such as program printing and the like. It would seem that performance royalties might likely be included in the cost, and not the expenses, but this cannot be confirmed by the data currently available. For the remainder of this discussion, I will simply add the cost and the expense for a total cost of \$626.67, using this number as a baseline to examine the economics of the group.

The overall cost of this production was in keeping with others that they produced at the time, though a bit higher than average. Taking the ten year period between 1889 and 1899 as a representative sample, the cheapest production was *Our Boys* by Henry J. Byron at \$266.92, the total cost of which included no expenses, and the most expensive was *Old Heads and Young Hearts* by Dion Boucicault at \$908.74, which included \$364.84 in costs and \$543.90 in expenses.²¹⁵ The Boston Almanac and Directory from 1894 provides some context for the cost of the Footlight Players’s productions. While the heads of government departments, such as the Superintendent of Police, generally made around \$3,500, the average salary was considerably lower. Just taking a look at the Boston Police Department, the following salaries were listed: “The salary of Captains is \$2,000. Lieutenants, \$1,600. Sergeants, \$1,400. Patrolmen, 1st year, \$1,000; 2nd year, \$1,100; 3rd year and each succeeding year, \$1,200. Reserve men, \$2 per day.”²¹⁶ Teacher salaries varied considerably, the principles of kindergartens making a starting salary of \$600 and capping out at \$708, whereas the headmaster of a high school made \$3,780.²¹⁷

²¹⁵ Ibid.

²¹⁶ *The Boston Almanac and Business Directory*, Vol. 59 (Boston: Sampson, Murdock & Co., 1894), 85.

²¹⁷ Ibid., 92.

Of course, these people earned a salary and did not have an hourly wage like most workers of the period, but in looking at the salaries of bridge draw tenders, one begins to get a sense of what an average worker might make. While draw tender salaries are not listed in the 1894 Boston Almanac, they are listed in the 1889 edition, and they vary considerably, from as low as \$100 to a high of \$1,800.²¹⁸ One assumes that the size and perhaps perceived importance of the bridge, as well as seniority, no doubt had some influence in the range of salaries, but the majority fell well below \$1,000. When the cost of the Footlight Players's productions is taken in context with the average salaries of government workers in the Boston area, one can really see how extravagant they were, and how privileged those who participated must have been to be able to afford such activities. This contrasts somewhat with the Peoria Players. While I have not been able to find their financial records, the group's inclusion of essentially "blue-collar" members, such as Louise Fritz (mentioned earlier), the wife of an iron worker, points to an inclusionary environment that, while not precluding expensive productions, certainly ensured their greater accessibility to the general public.

While I have not located an annotated script in the Peoria Players archive, thanks to scrapbooks kept by Mr. and Mrs. William Wittick, there is a good amount of information regarding productions in the form of programs, photos and newspaper clippings. However, the wide breadth and yet lack of great depth to the source material made selecting one production to analyze in greater detail much more difficult. Ultimately, I have chosen their October 1925 production of Sutton Vane's *Outward Bound* for further analysis, but I will also examine a production from later that season, the 1926 production of *Merton of the Movies* by George S. Kaufmann and Marc Connelly. *Outward Bound* is of note in that it had just the year before been produced successfully on Broadway. The basic premise is existential at its base: a socially (but

²¹⁸ *The Boston Almanac and Business Directory*, Vol. 54 (Boston: Sampson, Murdock & Co., 1889), 87.

not racially) diverse group of people find themselves on an ocean liner, with no knowledge of how they got there or where they are going. After much debate and rationalization, they realize that they are dead and are heading toward judgment, at which point each individual faces the news in their own peculiar way. Even before the Broadway production, it was such a hot commodity coming off of its 1923 London premiere, that the first U.S. edition of the play in book form took great pains to clip the ambitions of eager theatrical producers, great and small, in anticipation of the Broadway run:

CAUTION

ALL dramatic rights for Sutton Vane's *Outward Bound* in North America are owned and controlled by William Harris, Jr., Hudson Theatre, New York City. Special notice should be taken that possession of this book without a valid contract for production first having been obtained from Mr. Harris confers no right or license to professionals or amateurs to produce the play publicly or in private for gain or charity. Until further notice performances of this play in North America will be limited to those companies which appear under Mr. Harris's direction, and he absolutely forbids other performances by professionals or amateurs, including "readings," tableaux, and anything of such nature approximating a performance. The play is fully protected by copyright and any violations will be prosecuted.²¹⁹

This note is remarkable for its specificity, considering that Mr. Harris's option would, no doubt, be exercised well before the book would cease circulation, as it was in fact. Harris's production opened on January 7, 1924 at the Ritz Theatre.²²⁰ The prominence of the play, and the speed with which it was acquired for production by the Peoria Players, only one and a half years later,

²¹⁹ Sutton Vane, *Outward Bound* (New York: Boni and Liveright, 1924), 4.

²²⁰ "Outward Bound," *The Internet Broadway Database*, Accessed August 14, 2012, <http://www.ibdb.com/production.php?id=9455>.

point to the group's knowledge of the London and/or Broadway production(s) as influential in their choice to license the piece, as well as their own position within a town that had no stable professional theatre to speak of:

Each year the traveling dramatic productions become fewer and farther between and The Little Theatre organizations all through the land are making a sincere effort to most satisfactorily fill the demand for good plays. [. . .] The public is growing to know that in the productions of the Peoria Players they may see splendid plays that would never be produced in our city on the business or legitimate stage.²²¹

While this quote speaks to the way in which many Little Theatres often operated as professionals without paychecks, albeit with higher artistic goals, it also demonstrates the field within which the Peoria Players developed and thrived. The amateur group was created in what was essentially a vacuum of professional theatrical production. As noted earlier, the two primary professional legitimate houses were functionally closed, and even Peoria's once vibrant vaudeville and touring scene was dying, if not already in the grave, and so the Peoria Players had perhaps more power to acquire new works than some other amateur groups around the nation. As noted in the 1924 Samuel French catalogue, exceptions were made for such groups. In a listing of "Recent New York Successes" the following footnote appears: "Plays [. . .] marked may be produced by amateurs only in cities or towns where there is no stock company."²²²

While the amateur licensing rights for *Outward Bound* did ultimately land in the hands of Samuel French, and a similar note regarding stock company preference is included in the play's catalogue description, it is not clear precisely when the U.S. rights were officially acquired. A 1934 edition of the script was published by Samuel French, Ltd., the London arm of the

²²¹ "The Peoria Players Announcement 1926-1927: Eighth Season," Peoria Players Clippings, Peoria Public Library, Peoria, IL, 1.

²²² Samuel French, Inc., *French's Catalogue of Plays* (1924), 210.

company.²²³ However, the earliest U.S. Samuel French catalogue in which the play appears is from 1927, and the 1926 Peoria Players program does not attribute permission to Samuel French, even though later that season the group did include a note attributing permission given by Samuel French in their production of *Merton of the Movies*.²²⁴ However, as demonstrated earlier, the inclusion of such notes was still somewhat haphazard. So it is not clear whether the Players licensed it from Samuel French, from Mr. Harris, or from the Author or his representative, but the odds are that they did license it, due to their past history of acquiring rights.

Local critiques of the production reference the play's success in London and New York, and make pains to compare the Players cast to those of the professional premieres:

Some who had seen professional productions of the play elsewhere, and among them the secretary of the American Drama League, pronounced this performance the best of them all. Usually, it is high praise to say of an amateur production that it has professional finish, but this play as presented last week by the Players was distinctly better than most professional productions and challenges comparison with the best that the American theatre has to offer. [. . .] The play has had a history of success in this country and abroad.²²⁵

This could, no doubt, be written off as mere hyperbole, but the fact remains that comparisons were drawn. Play publishers made every attempt, when publishing a well-known play, to adhere

²²³ Sutton Vane, *Outward Bound* (London: Samuel French, Ltd., 1934).

²²⁴ Samuel French, Inc., *French's Catalogue of Plays* (New York: Samuel French, Inc., 1927), 106. "The Peoria Players Presents *Merton of the Movies*," Program, 26-8 January 1926, Peoria Players Theatre, Scrapbook 2, The Peoria Historical Society Collection, Bradley University, Peoria, IL, 40. It is likely that Samuel French acquired licensing rights with the option to publish once the current trade edition was out of print, and that led to the delay in the acting edition publication. Also, since catalogues were usually printed once a year, the company could have acquired the rights in 1926, only announcing their acquisition in the 1927 catalogue.

²²⁵ Newspaper Clipping, n.d. circa 1925, Peoria Players Theatre, Scrapbook 2, The Peoria Historical Society Collection, Bradley University, Peoria, IL, 39.

as closely to the original production as possible, therefore encouraging amateurs to imitate the professional realm, even as their vital presence on the stage ensured that such imitation would be transformed into something very different, regardless of whether it was considered better or worse. Still, the ghost of the professional hovers over each amateur production, demanding a comparison. As the critique above demonstrates, the direct comparison by a trusted source is quickly parlayed into a general comparison between all amateur and professional theatre in the United States, to the amateur's benefit.

There is also, again, the question of how the performance was experienced, by both the actors and the audience. While I have already troubled the notion that the amateur performer could conjure the aura that Benjamin attributes to the actor, it is interesting to note how one critic described the performers and, as well as his experience of the play:

This part was taken by John W. Murphy in a manner leaving little to criticize. If he dominated the action too largely the fault lay as much with the failure of other actors to impress their more subtle roles upon audiences keenly sensitive to apprehend them. That criticism cannot be made of the Dr. S. G. Bottigheimer and Frederick R. Oakley, the vividness of whose characterizations had the startlingly lurid effect required. [. . .] For Dorothea Fry, who shared that culminating scene, with Mr. Oakley, brought to it the forcefulness accumulated through subtle delineation in previous acts. [. . .] Except also for the thoroughly satisfactory acting of the others, Gertrude Sehm McIntyre, Goldhanna Cook, Dudley Smith, Alfred Hiatt, Jr., and William A. Peck, *there could not have been*

*woven the haunting spell which held capacity audiences in their seats until almost midnight.*²²⁶

While it is not unusual for a critic to praise one actor at the expense of others in the same play, it seems a peculiarly magnanimous gesture to then undermine the very criticism by giving praise (albeit small – “satisfactory acting”) to everyone who acted in the play by name. This listing of all involved seems particularly common in reviews of amateur productions. The ultimate focus is placed on the collective nature of the endeavor, even if individual performers are seen as better or worse than others. However, the critic’s description of the “haunting spell” that was cast over the audience does harken back to the idea of ritual that Benjamin ties to the auratic in art: “The poorest provincial staging of *Faust* is superior to a *Faust* film in that, ideally, it competes with the first performance at Weimar.”²²⁷ Indeed, here we have a direct comparison of a “provincial” performance with that of an original. But as MacKay notes, in reality, this comparison is rarely so positive:

Everyone recognizes the indulgent boredom that is usually connected with amateur “dramatics.” The chief reason for this is that the average amateur likes to appear in a play that had already had professional production, thereby challenging the memory of the audience, which consciously or unconsciously, compares the professional and the amateur production almost always to the detriment of the latter.²²⁸

Indeed, it is not clear how merely “satisfactory acting” mentioned in the review could have conjured such a spell, but there is clearly a desire for the ritualistic experience expressed in such

²²⁶ Ned Oakford, “Outward Bound Supreme Triumph of Peoria Players,” Newspaper Clipping, n.d. circa 1925, Peoria Players Theatre, Scrapbook 2, The Peoria Historical Society Collection, Bradley University, Peoria, IL, 38. Italics are mine.

²²⁷ Benjamin, *Illuminations*, 243.

²²⁸ Constance D’Arcy MacKay, *Costumes and Scenery for Amateurs: A Practical Working Handbook* (New York: Henry Holt and Company, 1915), 13.

a sentiment, perhaps one strong enough to ignore the inevitable idiosyncrasies and foibles of amateur performers. However, the dogged inclusion in the review of all involved, when combined with the focus on the work as a collective experience, pushes against the idea of the “auratic.”

Another review from the time, while also praising the production (and giving everyone on stage their due acknowledgement), offers a bit more removed critique of the play, providing a moralistic critique of the piece overall. The reviewer suggests that while the actors playing the “illicit” lovers in the play “won sympathy for their characters,” he also goes on to say, “that seems to be an easy thing to do, by the way, in literature, at least, winning sympathy for illicit love.” This comment is tinged with moral judgment, and points to the more conservative elements within the community. As demonstrated earlier in this dissertation, even though the act of producing theatre had been rehabilitated throughout the turn of the century, an anxiety still remained within the realm of amateur theatre. This anxiety was most often expressed over the content of the works presented, and continued to present the professional realm as dangerously amoral:

The director is faced with a multitude of difficulties. If he be enlightened and in touch with the best advances of modern dramatic technique, he shrinks from the false convention, the tawdry emotionalism and absurd unnaturalness which characterized the plays of a less critical past. If he be decent himself and considerate of the feelings of others, he shrinks still more from the rotten morals and unsavory propaganda which has been piped through dramatic channels into our modern theatre. He cannot ask his actors or his audience to accept “Hazel Kirke” or “The Still Alarm”; he is unwilling to ask sweet

young women and clean-minded young men to sink their personalities into the fetid souls of “Hedda Gabler” or “The Master.”²²⁹

This comment is, to be sure, much more extreme than the critic’s somewhat tossed off remark about “illicit love,” but the same anxiety lies at the core of both statements, and would necessarily trouble the notion of the “auratic” in amateur performance. If one considers the immersion of the actor into the role as the highest professional achievement, and the amateur strives for such immersion—even as he is hampered by lack of training, a personal relationship with the audience beyond the doors of the theatre and the potentially sub-standard production qualities of the piece as a whole—the auratic is further diffused by the moral judgment of the audience, who are not only judging the material of the play as moral or immoral, but who may also then parlay that line of thought into a judgment of the actors involved in the play at hand.

To be sure, the Peoria Players did not just produce the latest professional hits, by any means, but as we have already analyzed two acquisition and production paths via the double-bill of the Footlight Club, my selection of *Outward Bound* and *Merton of the Movies* was influenced by the goal of demonstrating a variety of acquisition paths, and the trickle-down movement of a script from a successful professional run to amateur production was (and is) one of the most prominent modes. This is demonstrated in a slightly different way in the Players’s production of *Merton of the Movies* in 1926. As noted above, this play was definitely acquired and licensed via Samuel French, but again, like *Outward Bound*, was likely already well-known to the Players, and even more familiar to the broader Peoria audience, as it was available not just in play form (again produced successfully on Broadway), but also as a novel and a popular film. It was apparently so well known, that the Samuel French catalogue listing, while considerable in

²²⁹ Daniel A. Lord, S.J., foreword to *A Catalogue and Review of Plays for Amateurs*, ed. by Cecilia M. Young (Chicago: Loyola University Press, 1924), 5.

length when compared to the majority of play descriptions included in the catalogue, is without any actual plot synopsis. Instead, generalizations about the play serve as the description: “As a stirring story, a picture of American youth, an interesting commentary on motion pictures, and an intensely human study of character, it has few equals.”²³⁰ The description then goes on to quote reviewers, but nowhere does it actually say what happens in the play. Customers are supposed to know the plot already, and if they don’t, such a description might make them feel as if they are missing out, and convince them to purchase the play just to find out what “one of the most widely popular of modern American plays” was all about.²³¹ The basic plotline of the play follows a young Kansas man named Merton who dreams of being a star in Hollywood. His acting is so bad that it’s funny, and so producers cast him in a comedy, all the while playing him for a rube and telling him that it’s a serious drama. What makes this particular play stand out for the purposes of this study, however, is the inclusion in the acting edition of photographs from the original Broadway production. A total of seven production photos are supplied, with reference to the page numbers on which the action depicted appears.²³² This is highly unusual for the time. Interestingly, perhaps anticipating anxiety on the amateurs’s part in their effort to remount the piece as depicted in the acting edition, a note is provided before the detailed set designs in the book, which includes the following reassurance and permission to simplify the settings:

The stage directions in this printed copy describe the settings, furniture and props used in the professional production of the play. They are here reprinted in order to enable the amateur producer to understand what the stage looks like. However, it will be found that

²³⁰ Samuel French, Inc., *French’s Catalogue of Plays* (1924), 106.

²³¹ *Ibid.*, 106. Amusingly enough, the current description of the play on the Samuel French website is obviously distilled from this 1924 description, using much of the same language, and presenting an equally opaque description of the play’s action. Samuel French, Inc., accessed November 6, 2012, <http://www.samuel french.com/p/2920/merton-of-the-movies>.

²³² George S. Kaufmann and Marc Connelly, *Merton of the Movies* (New York: Samuel French, Inc., 1925).

the simplest sort of sets, furniture and props can be made to furnish a sufficiently suitable background.²³³

The note goes on, discussing ways that the settings may be simplified for amateur production. Such a note is also somewhat unusual in acting editions. The inclusion of professional set designs, furniture and props in acting editions had already been long-established as a tradition, which amateurs could attempt to approximate (or not) as they saw fit. However, it would seem that the production photos here supplied amplified the simple set diagrams and stage directions to the degree that such a note of encouragement was deemed necessary to ensure more productions. It is also quite possible that the existence of the film version was also seen as a potential block to amateur production, and perhaps this note was also meant to persuade those who felt their work could not live up to the screen version. Unfortunately, there are no photographs of the Peoria Players's production of *Merton*, so a direct comparison with the acting edition, let alone the film, is not possible. Still, the effort to create a "realistic" setting is noted in a review of the production: "The Players have staged *Merton* with their usual meticulous care. The Gashwiler grocery was a triumph of realistic stagecraft from the rain-proof dummy with which the boy-hero does one of his funniest scenes, to the last row of canned goods. And the studio scenes, considering the serious handicap of a vest-pocket-size stage, were amazingly well done."²³⁴ While the reviewer is not comparing this to the original production directly, an expectation of verisimilitude is evident, even as the reality of the physical stage is acknowledged. This expectation was no doubt amplified by the existence of the film version, thereby enhancing the tension between the realm of the professional and that of the amateur attempting to create a professional-looking production.

²³³ Ibid., 111.

²³⁴ Theo R. Marsters, "Peoria Players Stage 'Merton'," Newspaper Clipping, n.d. circa January 1926, Peoria Players Theatre, Scrapbook 2, The Peoria Historical Society Collection, Bradley University, Peoria, IL, 40.

Interestingly, also in this review, another comment reveals once again a certain aversion to the professional: “One queer thing about the production was that some of the actors “doubled” after the fashion of road companies trying to save salaries.”²³⁵ The reference to saving “salaries” is a decided dig, suggesting that such doubling cheapens the production, as amateurs should have no monetary investment in the effort. Of course, the critic does not take into consideration the very size of the stage mentioned earlier in the review, even though that could have been an obvious reason behind such double-casting.

While the above analyses of amateur theatrical productions cannot fully recreate the intentions, realities, and implications of such activities, they do provide a glimpse into the amateur’s perspective on the process of theatrical production in the United States during the period under discussion. The anxieties and tensions that arose in the presentation of plays in the amateur market included: the effort to demonstrate good business acumen and turn a profit while disavowing any financial interest that would sully the pursuit of art; the attempt to emulate and yet distance the professional stage; the struggle to maintain relationships with play publishers and agents, even while subverting them; and the increasing pressure of (and confusion over) copyright law as a force in shaping the amateur producer’s acquisition choices. The theatrical landscape was being shaped by such amateurs through their choice of plays, their methods of production and organization, their interaction with playwrights and publishers/licensors, and their injection of new material into the field. The amateur theatrical producer was an important force in the broader development of a United States aesthetic, whether that is seen as positive or negative, and the play publisher/licensor proved an essential, though at times suspect, companion in that development.

²³⁵ Ibid., 40.

Chapter 4

Owning the Act: Copyright, Contracts, Piracy, and the Amateur Market

The O.E.D.'s primary definition of the verb "to own" is "to have or hold as one's own; to have belonging to one, be the proprietor of, possess."²³⁶ However, it is also listed as meaning "to make (a thing) one's own; to gain possession or control of; to appropriate, seize, win; to adopt as one's own," thus the old adage that possession is nine-tenths of the law.²³⁷ In the case of a play, however, the question of possession is a fraught one. One can easily possess a script, but how does one possess, or own, a performance? The act of performing a work could be said to necessitate "making it" one's own; regardless of the style of the period, or the expectations of the audience, the actor physically embodies or puts her stamp on whatever role she is inhabiting by the very act of performing it. It follows that everyone involved in a theatrical production possesses, in some way, some part of it. But what if the act of performing a piece is illegal, because it is "pirated"? How can one's own lived experience be a stolen one? While the text is what exchanges hands, it is the performance that is being regulated, and what is valuable to the industry as a whole. How can one person's performance act be another's property? This is at the heart of the debate, legal and otherwise, that has dominated the discussion of copyright and performance rights in the U.S. in regards to plays, and it is far from over, even today.

While many have attempted to regulate, legislate, and confiscate the play as product, its possession remains precarious. Everyone that invests time and personal capital, whether the nature of the capital is symbolic, economic, cultural, social, or some combination thereof, can, and usually does, claim some ownership of the play. Amateurs are not exempt from this, but are, more often than not, held up as a negative example within the theatrical and legal community, as their possession of the play is the most intensely problematic for the professional theatre

²³⁶ *OED Online*, s.v., "to own," accessed February 1, 2013, <http://www.oed.com/view/Entry/135513>.

²³⁷ *Ibid.*

industry. Amateurs were routinely treated as “a customer,” rather than an artist, even if they were complimented as having good taste, etc. in advertisements. This is true through the period in question, whether discussing Victorian theatricals or Little Theatre productions. However, with the development of the Little Theatre, amateurs also rose to prominence in their attempts to divorce the art theatre from the commercial sphere, increasing their claims to ownership through creation, while at the same time further stoking the suspicions of the professional community that they were hijacking the product that the playwright/producer/publisher rightfully “owned.” This ultimately brought amateurs deeper into the realm of the professional, and helped to instigate the increasing regulation of the amateur market.

In an effort to demonstrate how amateurs fit into this murky field of ownership, this chapter will begin with a basic overview of the development of copyright law from 1856 up until 1926, with a specific eye toward how the changes that occurred, both in the law and in attitudes about the idea of “ownership,” influenced the relationship between playwrights and amateur producers, always keeping in mind that the play publisher/licensor usually played the role of conduit and or facilitator in this relationship. The distinction between copyright law and common law play right will be parsed in greater detail, as will the effects of these distinctions on everyone involved in the production and sale of plays. As it is necessary to understand the relationship between the playwright and the publisher before exploring the intermediate role that the publisher served between playwrights and amateurs, I will examine how contracts and deals between the two changed during this period, reflecting copyright legislation and duration, legal disputes, and the influence of the Dramatists Guild. Once this context has been laid, the amateur producer and her perceived/real ownership of a given production and performance of a play will be investigated. Finally, the issue of piracy will be explored through the case of the Chicago

Manuscript Company and the indictment and prosecution of its proprietor, Alexander Byers, by the U.S. Federal Government for the illegal sale of play manuscripts, with the focus drawn to the role of one particular amateur performance in prompting his arrest, search and seizure. The role of the amateur in piracy is then examined further through the “legitimate” ownership, copyright battles, and performance monitoring of a nineteenth century play that proved to be one of the most famous amateur play choices of the twentieth century, *Charley’s Aunt* by Brandon Thomas.

While copyright law in and of itself is neither the beginning nor the end of the debate over ownership, it is important to outline the basic bullet points of the development of U.S. copyright law during the period in question, in order to provide a fundamental legal framework upon which to build the story of ownership and piracy, both of the play text and performance, within the United States as the nation turned from buggies and gas lamps to automobiles and electric lights. As Siva Vaidhyanathan notes, “Piracy is an offense created by the notion of copyright. It could not exist as a concept without the granted monopoly of copyright that it violates.”²³⁸ In this way, if one wants to examine “play piracy,” one must invariably explore it in tandem with the ways in which copyright laws affected the theatrical industry in the U.S. In the period between 1856 and 1926, this debate was raging, and the legal waters were choppy and treacherous for all involved in the writing, acquisition, and performance of plays.

1856 serves as the starting point for this dissertation because that was the year that the law first recognized and granted playwrights “the sole right [. . .] to act, perform, or represent [any dramatic composition], or cause it to be acted, performed, or represented, on any stage or public place during the whole period for which the copyright is obtained.”²³⁹ Unfortunately, this law was legislatively weak, while the publication of plays still opened up a playwright to “play

²³⁸ Siva Vaidhyanathan, *Copyrights and Copywrongs: The Rise of Intellectual Property and How It Threatens Creativity* (New York: New York U Press, 2001), 67.

²³⁹ 11 Stat. 138.

pirates” across the vast country, and so many playwrights decided to forgo publication, even with the new law in place. The effects of this reticence surrounding the publication of plays will be further examined later in this chapter.

The 1870 amendment to U.S. copyright law provided authors with the exclusive right to dramatize or translate their own works. It also centralized the registration process, making the Library of Congress the copyright officer.²⁴⁰ This began to streamline the copyright process, but playwrights were still, for the most part, wide open to piracy, both at home and internationally. The 1891 amendment was quite significant, in that it recognized and protected the copyright of foreign writers within the United States, as well as the rights of U.S. writers in other countries. This was the beginning of the end of the wholesale piracy of foreign works within the U.S., for which there was no penalty or recourse up to that point. But still, the law proved to be problematic, no doubt due in great part to the fact that it was only enforceable through the court system. While the Library of Congress served as a point of registration, it did not determine the legality of a registered copyright: “If you obtain a copyright under the provisions of this act, you can claim damages from any person infringing your rights by printing or selling the same article; but upon all questions as to what constitutes an infringement, or what measure of damages can be recovered, all parties are left to their proper remedy in the courts of the United States.”²⁴¹ This explains the volume of court cases during this period, as well as why many playwrights simply did not want to be bothered, if they could help it. As I will show later in this chapter, some unscrupulous “pirates” took advantage of the laborious nature of the court system, carefully manipulating the copyright system for their own benefit, all while the “rightful”

²⁴⁰ George Haven Putnam, *The Question of Copyright: Comprising the Text of the Copyright Law of the United States, a Summary of the Copyright Laws at Present in Force in the Chief Countries of the World* (New York: G. P. Putnam’s Sons, 1896), 30.

²⁴¹ *Ibid.*, 32. Even in the twenty-first century, this is still largely the case.

playwrights and/or owners of plays were left out in the cold, without real and tangible protection from such tactics.

1897 brought yet another amendment that proved to be celebratory for playwrights, as demonstrated by its heralding in an issue of *The New York Times* from that year.²⁴² In addition to ensuring that an injunction issued by one circuit court would be upheld throughout the nation, this amendment was the first to stipulate that “if the unlawful performance and representation be willful and for profit, such person or persons shall be guilty of a misdemeanor and upon conviction be imprisoned for a period not exceeding one year.”²⁴³ This was a major victory of sorts, in that it raised the stakes of piracy and, at least on paper, provided real recourse to playwrights whose works were pirated, labeling the offenders as actual criminals. Although, as singled out by Justice A. J. Dittenhoefer in the *New York Times* article mentioned above, this did not apply to amateurs, a point that he found problematic:

The almost insurmountable difficulties that were encountered will become apparent when you are told that in order to pass the amendments it became necessary to exempt from their operation performances given by amateurs and for charity. Surely there is no more reason for permitting the larceny of a play for the purpose of charity than there would be to condone the theft of any other article for the same purpose. When the day arrives when all men will recognize that there exists the right of property in the works of the brain as absolutely as unconditionally as it exists in the works of the hand, no such discrimination will be permitted.²⁴⁴

²⁴² “Copyright Act Welcomed: Dramatists and Managers Give a Dinner to Those Who Worked for Its Passage,” *The New York Times*, March 21, 1897, 5.

²⁴³ 29 Stat. 481.

²⁴⁴ “Copyright Act Welcomed,” 5.

In fact, as demonstrated in chapter two, publishers quite deliberately and repeatedly presented this law to amateurs in an effort to scare them into greater compliance, even if those amateurs did not strictly fall under its auspices. Amateurs often did collect some kind of ticket sales, and since what constituted “willful and for profit” performance or representation could only be determined in a court of law, the possibility of prosecution was present, regardless of whether the monies collected were for charity, put toward the costs of the show, or distributed amongst the members of the group. While any given case could easily be thrown out of court, the lawsuit could still be brought, costing the production company quite a bit more than the royalties required to legally produce the piece at hand. That said, this amendment only covered the performance and representation of a given play, it did not cover the distribution of the work at hand, and therefore pirates like the Chicago Manuscript Company were able to maintain a healthy business, as playwrights and other publishers could only successfully sue the producers and/or presenters of various works.

This strange legal loophole was eventually closed in 1909, when yet another amendment consolidated all of the previous amendments into one Act of Congress, as well as endowing the playwright with control over the copyrighted work:

The 1909 Act gave ownership of a writer’s work, and the ability to control the production of his or her work, to the writer. With this Act, dramatists controlled the rights to publication, production, foreign rights and translation. The 1909 Act provided copyright protection upon *registration* with the United States Copyright Office and not with *publication*. In a theoretical sense, this was a breakthrough for American writers. Authorship rights were granted not to someone else publishing one’s work; but rather authorship rights were granted simply because one was the author of a work registered

with the copyright office. For writers, the 1909 Act was the first step in a movement toward a culture of authorship in America.²⁴⁵

While it could be argued that this solidification of the author's legal rights was less a "first step" than it was a culmination of a growing trend, the increasing strength of the playwright within the larger theatrical community was undeniable, which is not to say that playwrights were not still struggling to assert their authority over these newly won rights of ownership. It also must be remembered that this was the period when the motion picture was coming of age, and the need for scripts was rising. As Litman notes, playwrights found themselves in the position of having the right skills at the right time.²⁴⁶ As demand for their work increased, their ability to make demands of their own also improved.

Before venturing much further, it is useful to examine the two primary perspectives that made up the two sides of this debate on ownership, particularly within the amateur realm. Upon the passage of a new copyright act in 1897, and as described in the *New York Times* article previously quoted, a banquet was held for the act's advocates, during which many speeches were made, but General W. F. Draper provided perhaps the most succinct explanation of the reasoning behind the importance of greater intellectual copyright protection for the theatre, "'Our National Constitution is based on the rights of property, and it if secures protection for a man's tangible goods, how much more should he receive protection for the products of his brain!'"²⁴⁷ This idea of the play as property is paramount in the development of the copyright law of the day, even as that property was often fumblingly defined. In contrast to this strictly commercial model of ownership, we have the growth of the amateur realm, which, especially as the art theatre

²⁴⁵ Thomas James Walsh, "Playwrights and Power: A History of the Dramatists Guild" (PhD. diss., University of Texas at Austin, 1996), 16.

²⁴⁶ Litman, "The Invention of Common Law Play Right," 1420.

²⁴⁷ Ibid.

movement develops, brings with it ever greater and grander prognostications of art and civic duty to the production of plays, resulting in such statements as follows: “The true amateur is a master in his art, and he is its servant. The professional is the middleman in art, and makes art serve him. The interest of the amateur is sincere, because unmixed. The greatest artists are always amateurs.”²⁴⁸ When read together, these two quotes necessarily bring many of the concepts and debates that have been discussed previously in this dissertation to a head, particularly when this debate over ownership is considered within the realm of the amateur. The conflict between the amateur and the playwright, regardless of their individual artistic goals, arises again and again. Depending on the position of the speaker, the amateur is either noble and artistic, raising the drama to new heights of artistic and moral achievement, or naïve and opportunistic, taking advantage of his or her relatively small circle of immediate influence to justify the non-payment of royalties and/or rearrangement of text, etc.; the playwright, in contrast, is often portrayed as either hard-working and pragmatic, toiling for hours over necessary work that deserves fair compensation, or greedy and insensitive in his or her desire to obtain royalties and/or recourse in the event of non-payment or script editing. Of course, as demonstrated in chapter three, exceptions such as the case of *The Neighbors* proved the rule, in a way, by being so unusual as to seem as an extended hand toward the amateur. The legal ownership of the play as property versus the ephemeral ownership of the individual performance presents an ongoing rift, both between playwrights, publishers, and amateurs, as well as internally within the amateur community. The poetic aggrandizement of amateurs in literature of the time, which placed their activities on a higher social and moral plane than professionals, was in direct conflict with the reality of the amateur perception of economic insignificance, which often led to the illegal production of plays without royalty payment, and which belied their often

²⁴⁸ Thomas H. Dickinson, “The Case of American Drama,” *The Drama*, November 1911, 175.

well-established base of economic capital within society. While this dissertation has touched upon the relationship between amateurs and playwrights via the conduit of play publishers and agents, the discussion that has emerged now serves as a frame, bringing into focus the one question at the heart of the debate concerning the performance of scripted works, namely, who owns the play? Or even more specifically, who owns the *act* of performance? This is territory that has inspired some scholarship, and not a little legal debate, but the majority of the material available is limited almost exclusively to the domain of the professional theatre.²⁴⁹ My goal in this chapter is to further examine how the concept of authorial ownership, as well as performance ownership, influenced and shaped the amateur theatrical realm in the United States, and how the presence of amateurs may have, in turn, influenced the idea of ownership and the evolution of U.S. copyright.

During the seventy years covered by this dissertation, the concept of ownership and the copyright of dramatic works experienced massive growth and development. As mentioned, the 1856 copyright amendment which serves as our starting point did not provide adequate protections concerning the performance of published plays, and many playwrights, even into the twentieth century, refused to publish their plays for fear that they would lose their performance rights. The issue at hand being that in order to be copyrighted, the play had to be published, and yet that very publication, regardless of whether it was copyrighted, made it vulnerable to greater dissemination and would no doubt lead to unlicensed performances, some of which the author would never even know about, this last element no doubt lending an extra level of paranoia to what was already a valid fear. As noted by Shane D. Valenzi:

²⁴⁹ See, for example, Oliver Gerland, "From Playhouse to P2P Network: The History and Theory of Performance under Copyright Law in the United States," *Theatre Journal* 59 (2007): 75–95.

Throughout the late nineteenth century, Congress made numerous attempts to clarify and increase the dramatic protection guaranteed to authors, specifically their right to the exclusive public performance of their works. Unfortunately, neither the courts nor the legislature proved to be particularly effective, in many cases increasing the confusion surrounding US copyright law rather than clarifying it.²⁵⁰

The resulting inaction born of necessity on the part of playwrights was so prevalent that in 1940, Barrett H. Clark was prompted to create a book series entitled “America’s Lost Plays,” which rescued previously unpublished plays from oblivion.²⁵¹ So long as a playwright did not publish his work, he was protected under what was commonly referred to as his “play right,” which was his right under common law. Even this was not fool-proof, and much legislation was spawned by individuals who would send in stenographers to take notes and/or actors to memorize sections of plays until an entire work was assembled and could be produced surreptitiously. Should a manuscript of a play fall into the wrong hands, and the rightful author not be able to prove it was his, it might as well have not been. Jessica Litman provides a concise and yet thorough analysis of how the idea of the “play right,” also often referred to as the playwright’s “rights under common law,” came to be:

I [. . .] find no trace of a common law play right before 1856. That year was the year that Congress followed the British example and enacted a statutory public performance right for the authors and proprietors of dramatic compositions. [. . .] In 1879, Eaton Drone relied on an expansive natural rights theory about the true nature of copyright to draw from these [first common law performance right] cases a generous depiction of play right as a perpetual entitlement without exceptions. Courts adopted Drone’s version of

²⁵⁰ Shane D. Valenzi, “A Rollicking Band of Pirates: Licensing the Exclusive Right of Public Performance in the Theatre Industry,” *Vanderbilt Journal of Entertainment and Technology Law* 14 (Spring 2012): 767.

²⁵¹ Barrett H. Clark, ed., *America’s Lost Plays*, 20 Vols. (Princeton, NJ: Princeton UP, 1940).

common law play right and followed it for the next thirty years. [. . .] The strong copyright-like rights that playwrights enjoy today are chiefly contractual, secured for them in 1926 by the collective action of members of the Dramatists Guild, who claimed to be a labor union and thus entitled to an antitrust exemption. Courts would later rule that the exemption was not available to the Guild, but its members and the theatre producers it contracts with continued to behave, most of the time, as if they were bound by Guild contracts. Meanwhile, the broad Drone view of natural rights copyright fell out of fashion. [. . .] The evolution of attitudes about the nature of copyright made no appreciable change in playwrights' lives or livelihoods.²⁵²

Here Litman provides a succinct explanation of how common law play right came be, and how the impact of the Dramatists Guild in the 1920s was far-reaching, but then ends quite strangely, in my opinion, by stating that these changes did not have any effect on playwrights's lives. Perhaps she means that the deeper philosophical discussions surrounding the existence of copyright did not matter so much to playwrights? Or perhaps that because the major changes that occurred happened due to contractual changes instead of legal decrees, the copyright battles that preceded those contractual changes were not of great import? Certainly, though, as I have already suggested in previous chapters, the evolution of copyright law, even as early as the turn of the twentieth century, was having an impact on amateur groups, who were increasingly responsible for the payment of royalties. Admittedly, the monies that were collected may not have always gone to the playwright, but as the century moved on, and more royalty plays began to appear in play publishers's catalogues, the line between the deserving playwright and the grateful amateur is drawn again and again, as demonstrated by this amusing story that was

²⁵² Litman, "The Invention of Common Law Play Right," 1381-1426.

included in the foreword to an edited *Catalogue and Review of Plays for Amateurs* that was published by Loyola University in 1924:

There is such a thing as honor among producers. To emphasize this often forgotten dictum let me present to your imagination a tearful little picture. A poor, struggling young author sits in his wretchedly furnished room (you may make it a garret if it helps your fancy) writing far into the night the play that is to make his fame and fortune. At length it is finished and the publisher opens wide his arms to welcome this dramatic masterpiece. The author, weak with hunger, struggles back to his garret and sits down to await the stream of gold that will soon carry him on its tide through his wretched window and into the haunts of peace and plenty. But he waits, and he continues to wait. Is no one using his play? Oh, yes; dozens of people have produced it. Why, one company added three thousand dollars to a club building with just that one play. But no one word of thanks did he get for it, and far, far less of royalty. [. . .] At last the author dies, for even authors are human; and on his little wooden cross they scrawl: "He was a King of Words, but he died from Lack of Royalties."²⁵³

This elaborate rhetoric, while pointedly noting the disregard that many amateurs had for royalties, is also demonstrative of the economic impact that changing attitudes regarding copyright had on the financial well-being of playwrights. While amateurs may not have been worth much money, they could, for the right play, provide steady income, and this is something that was rarely available to playwrights in the nineteenth century.²⁵⁴ It is notable that the storyteller does not discuss the playwright's successful New York run, but instead states that it is

²⁵³ Lord, foreword to *A Catalogue and Review of Plays for Amateurs*, 6-7.

²⁵⁴ As noted in Valenzi's article, as commercial opportunities shrank, the stock and amateur market eventually became the bread and butter of the average professional dramatist as the twentieth century moves beyond the 1920s. Valenzi, "A Rollicking Band of Pirates," 759.

the *publisher* that “opens his arms wide” to welcome this newly hatched work. That comment alone demonstrates that the nature of the playwright’s life and livelihood had changed considerably, perhaps not entirely due to copyright, but certainly in part. Of course, less successful playwrights had been selling their works to publishers outright for years, without sometimes having had any production of the play prior to publication (although they often had at least one or two local productions under their belt), but this story is different, in that royalty is expected—it is not simply a sale to the publisher. A relationship is thus created between the playwright and the amateur (which in this tale, ends in melodramatic tragedy), wherein the playwright becomes dependent on the amateur for his very existence. No longer is the amateur an afterthought, rarely even included in a contract. Here they are positioned as a driving force of the theatrical ecosystem in the United States.

As I have already demonstrated, there seems to be a direct correlation between the rise of the Dramatists Guild and the final solidification and greater enforcement of royalty fees for plays produced by amateurs, and more of that money was going to authors, as publication contracts purchasing such rights outright were slowly being phased out by play publishers. Such contractual changes were already being implemented by publishers starting at the turn of the century. The earliest contractual mention of amateur royalties that I have been able to find is in a 1903 offer letter from Samuel French, Inc., which stipulates the terms that the publisher was offering the playwright:

I would like very much to publish in our French’s International Copyrighted Edition of Plays your play entitled “MAY BLOSSOMS.” I will publish same and copyright it at my own expense and sell the play at 25 cents per copy. On any royalties received from amateurs for their production of the play I will deduct twenty (20%) percent as my

commission and remit you the balance. On any royalties received from professionals we will deduct our usual royalty of ten (10%) percent.

I also agree to pay you two-and-one-half (2 ½) cents on every book of the play we sell and to render you a statement at the end of each year and send you a check for whatever royalties there may be due you on the sale of the books.²⁵⁵

This letter demonstrates that publishers were already placing a greater focus on amateurs as an avenue of income, both for themselves and the playwrights with whom they contracted to publish and represent. The twenty percent royalty for these amateur productions would have no doubt seemed like a great boon to an industry that used to, essentially, give productions away (to amateurs). Of course, as pointed out in earlier chapters, this was not an overnight economic revolution, and the playwright lagged behind the publisher in their ability to exploit this avenue of income. The very next year, 1904, finds another Samuel French contract, this one for *Mine Falls or the Miller's Daughter* by Herbert Durrell Smart, which includes no such guarantees in it, and in fact reverts back to the old outright purchase standard so often used by play publishers of the day, wherein Smart gave over all of this rights completely for a total one-time flat fee of thirty dollars.²⁵⁶ To be fair, in a catalogue circa 1911, it is clear that Samuel French made some distinction between the two plays, with *May Blossoms* being placed in the “International Copyrighted Edition” list, for which amateur royalties were a necessity, whereas *Mine Falls* was placed in the “American Edition” list, for which professional rights were reserved, but amateurs could perform without fee (with some titles excepted).²⁵⁷ To some degree this speaks to the

²⁵⁵ Samuel French, Inc. to Mary Hubert Frohman, 8 January 1903, “May Blossoms Contract File,” Samuel French New York Archive, Samuel French, Inc., New York.

²⁵⁶ “Mine Falls Contract between Herbert Durrell Smart and Samuel French,” 30 August 1904, “Mine Falls Contract File,” Samuel French New York Archive, Samuel French, Inc., New York.

²⁵⁷ The primary distinction here is the reference to the one list being “copyrighted.” French had numerous “lists” over the years, and the method of assignment was not always as clear-cut as whether or not something had been copyrighted. The most traditional lists were entitled the “standard” and the “minor” drama, but others appeared and

desirability of the titles, with *May Blossoms* being much more prominent, having been “first produced at the Madison Square Theatre, New York, where it had a run of over 150 consecutive performances.”²⁵⁸ It also demonstrates, once again, that a playwright with a hit play could demand better terms in the contract. No doubt, by including such an amateur clause in the contract, Samuel French intended to assuage the playwright’s fears that the play would be produced by all and sundry once it was published with the idea that they would (hypothetically) be paid for all of those productions across the nation, thereby turning a nuisance into a benefit. It is not clear why Samuel French wouldn’t have simply taken amateur royalties for *Mine Falls*, as well, since they certainly could have done. Perhaps to do so would have seemed shady in some way? Royalties are justifiable, even perhaps ennobling, if you are collecting them on behalf of a gifted author, whereas they may seem to add insult to injury when the entire profit goes to the publisher, rather than the creator. Perhaps it was simply habit—that was the standard for decades within the field. It could have even been seen as a necessary transitional step, making sure there were a few new “royalty-free” choices in each new catalogue, even as it began to fill up with a greater number of royalty plays. Whatever the reason, the existence of this double-standard made up part of the context for the development of the Dramatists Guild, and the increasing number of royalty plays in publisher’s catalogues was with little doubt influenced by the clause in the Dramatists Guild’s Minimum Basic Agreement between producers and playwrights that officially addressed the ownership of amateur rights:

C. Little Theaters, Amateur Rights, Etc.

disappeared over the years. The “international” list definitely includes authors from foreign countries, but also U.S. citizens. The moniker would seem to be heightening the cache of the plays included, justifying the royalty expected for performances, and acknowledging the publisher’s protection of these plays throughout the world.

²⁵⁸ *French’s International Descriptive Catalogue of Plays and Dramatic Works* (New York: Samuel French, n.d., circa 1911), 13. This catalogue is included in a privately bound volume for internal company use entitled: *Samuel French’s 1910-1924 Catalogue of Plays*, n.d., Samuel French New York Archive, Samuel French, Inc., New York.

In the event stated in the conditions of this Section Twelfth, all net royalties and/or any other moneys derived from performances of the play in any so-called Little Theaters, and from Amateur, Chautauqua and Repertoire productions, and Tent Shows, shall be divided as agreed upon, but the Manager shall in no event receive more than fifty percent (50%) thereof. [. . .] Such rights shall revert to the Author when the Manager's interest in stock rights shall terminate.²⁵⁹

While publisher/licensors did not participate in the Minimum Basic Agreement, there would have been a contractual ripple effect that would have necessarily impacted such companies. The fact that these rights are stipulated, even though they were still shared in part with the Manager, demonstrates that they were seen as a potentially lucrative income stream, one over which playwrights were determined to assert their ownership. Indeed, the very concept of ownership was the core of the development of the Dramatists Guild in the first place. In a "Secret Agreement for Reorganization of the Dramatists Guild" in 1925, amongst the many other grievances listed, the following concerns are put forward:

Whereas, the authors, composers and dramatists have certain grievances which they are unable to correct individually, among them being questions connected with a proper accounting for royalties which are due; with profits made indirectly by producers, such as bonuses and cut rate ticket arrangements; with questions involving right relating to motion picture production, which matters have now become particularly important because of certain recent contracts between motion picture and producing concerns,

²⁵⁹ Dramatists Guild of the Author's League of America, "Minimum Basic Agreement," *The Author's League Bulletin*, April 1926, 22.

where the author's position is seriously jeopardized; with the control and ownership of the play and the legal title thereof.²⁶⁰

This concern over ownership and royalty fees ultimately, in 1936, led to the development and founding of an entirely new company named the Dramatists Play Service, which was founded by members of the Dramatists Guild specifically to handle amateur play publication and licensing for playwrights. As a much later news article notes, "this came at a time when most writers felt they were not obtaining their fair share of amateur royalties."²⁶¹ While this development is beyond the timeline of this dissertation, it serves to demonstrate how far the playwright's relationship with amateurs had evolved from the nineteenth century attitude of "amateurs play free." So I think it is fair to say, even if it is conceded that the copyright law was itself often confusing and subject to significant litigation, that the culture which grew around this copyright debate ultimately benefited the playwright economically.

However, it should be said that, in the heat of those debates, the stress within the theatrical world was palpable. The dual concepts of textual ownership and performance ownership, though inevitably tied together, were often considered to be quite distinct, and the cause of much of consternation. Initially, this primarily impacted the professional realm, as the amateur community was not seen as a major player in the debate. Although there were definite exceptions, such as the case of William Gillette versus the Mansfield Dramatic Association, amateurs were generally given a free pass when it came to their performance activities, a fact confirmed by the many statements within books of the time which explicitly allowed amateurs to perform the work for free. Of course, as Curley points out in her discussion of the *Gillette v.*

²⁶⁰ "Secret Agreement for Reorganization of the Dramatists Guild," 7 December 1925, George Middleton Papers, Library of Congress, 1, quoted in its entirety in Walsh, "Playwrights and Power," 289-91.

²⁶¹ Louis Calta, "Amateur Rights Help Dramatists," *The New York Times*, January 31, 1964, 17.

Mansfield case, it was the prominence of the club's performance, and their production of the work in a public theatre (along with their considerable obstinacy in directly defying a cease and desist order) that brought their particular production into the spotlight.²⁶² The majority of amateurs throughout the country before the turn of the century produced whatever they desired (of what they could find) with little concern over copyright, royalties, and/or the playwright's financial well-being. Once the books were ordered or the parts copied, the play was theirs, so to speak.

While playwrights such as Dion Boucicault and George Henry Boker advocated for stronger copyright laws, it is ironic that, due to the practices of the time, the playwright himself was rarely a major player in debates over ownership—many of the legal battles that raged over play right and copyright were between producers or “assignees” such as agents, not playwrights. One such early incidence was Laura Keane's famous battle against the Boston Museum's performance of Tom Taylor's play, *Our American Cousin*. She sued them over the performance rights, which had been purchased by her from Taylor. The Boston Museum somehow convinced or bribed one of Keane's actors to reveal all of the details of the script and performance, which they then produced. Litman provides a detailed explanation of the circuitous legal approach that Keane had to employ to even attempt redress, and the confusing and contradictory court decisions that ultimately provided her with no recourse.²⁶³ The playwright was not of paramount importance in these court cases, in fact, his lack of citizenship or residence barred him from asserting any rights to the work in the U.S.²⁶⁴

Yet another example of the separation of ownership and creator is demonstrated in an unusual note that appears in a translation of *Camille* published by Samuel French circa 1856

²⁶² Curley, “Beyond the Pocket Doors,” 224.

²⁶³ Litman, “The Invention of Common Law Play Right,” 1406-07.

²⁶⁴ *Ibid.*, 1406.

demonstrates the unusual and sometimes completely bizarre relationship of the playwright (or in this case translator) both to the publisher and to copyright:

Astor House, June 23, 1856

Saml. French, Esq.—Sir: While in Paris, a year ago, I translated and adapted for my own use, the play of “Camille.” A few months since, I published this play in Cincinnati, with notice of copyright attached. On my return North, I am handed a copy of it republished by you. By this act I am deprived of the profit which should alone accrue to me. But this is not the injury of which I complain, for while you retain my text, word for word, untouched, you have dropped my name from the title page, and in its place inserted a line, (The only correct edition) which implies that every copy bearing my name, is spurious; indeed, that I, in claiming its authorship, have assumed a merit not belonging to me. The false position in which this series of wrongs has placed me requires redress.

Waiting which, I remain, your obedient servant, Matilda Heron²⁶⁵

This note is then followed by Samuel French’s apparently personal response to Ms. Heron, notable for his gracious inclusion of her name on the title page, and also for the fact that he does not mention any compensatory remuneration for the publication and sale of what has now been acknowledged as her translation:

New York, June 24, 1856

Miss Matilda Heron—Madam: Your favor of the 23rd is at hand, and I reply in all frankness, that since receiving your book I have carefully compared the same with my edition of “Camille,” and find, to my surprise, that in the text there is no material difference. I was told by the party who prepared my copy for the press that it was different from the edition then published. I regret I was deceived. My copy has done you

²⁶⁵Alexandre Dumas fils, trans. Matilda Heron, *Camille* (New York: Samuel French, n.d., circa 1856), 2.

great injustice. I freely admit it, and will cheerfully correct. In my next edition of your play, I will restore the original title page, the names of characters, and, with your permission, retain the line that so justly belongs to it—(THE ONLY CORRECT EDITION). Yours, very respectfully, Saml. French, 121 Nassau-street.²⁶⁶

This correspondence is remarkable, first for the fact that it was included in the book at all, and second, for how it demonstrates the weak hand of the author. Even in this case, wherein Samuel French was clearly publishing a work that had already been published and copyrighted, he only felt the need to assuage the author's pride with the inclusion of her name on the title page. It should be noted that this exchange happened prior to the passing of the 1856 copyright amendments, although it is doubtful that the changes to the law would have had much impact on this correspondence. This supposition is supported by a court case that Thomas Henry French brought against William Kreling in 1894, almost forty years later, when Kreling was in the midst of producing the opera *Falka*, to which French owned the rights. "He alleged the Kreling obtained the script by illegal means because it has never been published. The defense argued, however, that production scripts had been printed for the use of the actors in the original production and thereby the opera had been dedicated to the public."²⁶⁷ While this case was different in that Heron's translation was copyrighted and Samuel French was reprinting it, not producing it, it demonstrates that the play as possession was a vague concept at best, and Samuel French, his son, and his company, were all consistently placed in the position of having to prove ownership. Ostensibly, the inclusion of the confessionary missive in Samuel French's edition of *Camille* would prove him to be an upright businessman in the eyes of his clientele, and perhaps head off rumors amongst other playwrights and translators that he was stealing plays.

²⁶⁶ Ibid.

²⁶⁷ George B. Bryan, *American Theatrical Regulation 1607-1900: Conspectus and Texts* (Metuchen, NJ: The Scarecrow Press, 1993), 129.

No doubt in part due to the contentious atmosphere and legal ambiguity of the period, Samuel French and his son became highly litigious, and were frequently named in lawsuits, prompting one columnist to note: “Samuel French & Son are used to litigation and are able to take care of themselves.”²⁶⁸ One of the most famous lawsuits that they took part in being the battle over the U.S. rights to the stage version of *Little Lord Fauntleroy*. At the time, Thomas Henry French entered into an agreement with Frank W. Sanger to produce the play in New York City, as well as exploit it throughout the U.S., but later claimed that the play was purchased by his father and that, therefore, Sanger had no right to its profits under their pre-existing agreement. This spawned long and arduous legal battle that Sanger ultimately won, and which was reported on extensively in the *New York Dramatic Mirror*.²⁶⁹ The editor, Harrison Grey Fiske, even went so far as to publish the entire decision of the Court of Appeals in the paper. While the debate in this case seemed to stem from a subtle, but vital, distinction between a property being purchased by Samuel French, the man, and Samuel French and Son, the company, as opposed to any issue over copyright, its prominence, and the fact the author was completely removed from the debate, is of note. Lawsuits such as these were frequent, and this one in particular apparently took a heavy toll on the company, as noted in this anonymous note included in the Samuel French Archive in the National Art Library in London:

After Mr. French’s death, Henry French made enormous claims against the estate over the Fauntleroy Case which was lost after many years litigation in America, & which was finally decided after Samuel French’s death & in order to save a lot of litigation which

²⁶⁸ “Music and Drama,” *Chicago Daily Tribune*, April 12, 1890, 13.

²⁶⁹ “A Famous Case Decided,” *The New York Dramatic Mirror*, Dec. 3, 1898, 23-24.

would have no doubt ruined the business, Henry French was settled with, after a satisfactory arrangement with Mr. French's trustees who held the shares.²⁷⁰

No doubt, as the above quote suggests, this legal wrangling, whether the company was on the right or the wrong side of the final decisions, was at once vitally important to the running of the company and extremely taxing on its financial health. The issue of ownership was paramount, and, in the nineteenth century, it was often the publisher/licensor who was considered the owner of the play. While the playwright asserted his ownership and right to royalties in the twentieth century, the publisher maintained his authority via his role as agent and owner of the "rights" of a piece.

However, even as late as 1924, after numerous Copyright Law advancements and the formation of the Dramatists Guild, a playwright's ownership over his or her work was often still in question, particularly when dealing with a manager or producer. An illuminating letter from playwright Edith Stow to the Fitzgerald Publishing Company demonstrates that not even the writers themselves always knew what they owned:

I wish to explain to you in full a surprising circumstance that has arisen in connection with the play *We Must Be in Style*.

The play is my writing. It was part of a bulk of various kinds of writing—plays, specialities, songs, etc.—written for a southern producing company for whom I work. Most of the work written at that time was sold them for a lump sum—certain minor parts being rejected. As part of this rejected matter I sold you the play in all good faith. [. . .] From a letter which reached me on the same day that I recently wrote you, I find that they—also in good faith—consider this as part of the bulk of work sold them. I had not

²⁷⁰ Handwritten document, n.d., Samuel French Archive (Business Records), Box 8, National Art Library, London.

written them of my disposal of it to you but this was mentioned in connection with further circumstances in connection with the play.

My manuscript, so I learned, had been given to another of their writers to work upon; and she so changed it that now she is claiming it as hers, independently of them. Both parties to the dispute have employed lawyers of standing—one is a former attorney general of Arkansas and the other a former attorney general of Texas—and for some months have been communicating about it with a threatened law suit.

I know that neither your corporation nor myself would wish to become involved as a third party in the matter. I much prefer to waive my rights. Therefore I am asking you to allow me to return the purchase money and any further expense to which you have been. Or, if you prefer, I will pay you for any expense connected with it and replace it by another satisfactory play in the early fall. Most of all I wish you to believe in the entire good faith with which I made the sale. [. . .] Personally I think the play, as drama, exceedingly trifling and not worth the personal feeling that has gathered about it.²⁷¹

Indeed, the envelope containing this letter (along with other correspondence between the author and the company) states that the play was “Never Published.” This letter details just one convoluted history of play ownership that quickly became entangled in the legal system. It is no doubt one of many. It is interesting that the anxiety evidently produced by these developments spurs the playwright to completely waive all rights, and even go so far as to dismiss her own work as “trifling” and not worth the trouble. In this case, an actual disavowal of ownership takes place, with the author returning the money she received from the publisher and forgoing any future remuneration from the play, therefore removing any economic investment in the work,

²⁷¹ Edith Stow to Fitzgerald Publishing Co., 15 May 1925. Samuel French New York Archive, Samuel French, Inc., New York.

and psychologically distancing herself from the piece—an act that demonstrates the depth to which one must go to divorce oneself from one’s creation. Displayed here is also the anxiety over her standing with the Fitzgerald company, her sale of the play in “good faith” being of paramount importance. This echoes the “fair deals” touted by Samuel French in earlier chapters. Having negated the play as her possession to sell, she finds herself in the position of proposing an even better play, and no doubt hoping that the publisher does not prove as litigious as her former employer.

However, even if a playwright was confident in his or her ownership of a play, the question remained—for how long? Copyright duration has long been an issue of debate and saw considerable adjustment during the time period in question, as well as throughout the twentieth century, until the U.S. finally followed the lead of other countries, such as England and Canada, extending the duration of a copyright the life span of the author plus seventy years.²⁷² Prior to this overriding decree, however, copyrights had to be renewed in order to remain in effect. If they were not, the play would fall into the Public Domain, wherein it could be sold for profit, but it could be sold by anyone and there would be no legal recompense if someone should decide to copy it or produce it without notifying the author, publisher, or agent. The first copyright terms were fourteen years, with the opportunity to renew for fourteen more years, should the author or his assigns or heirs be alive and desirous to do so. This was adjusted in 1831 to a first term of twenty-eight years, with a renewal term of fourteen years, which was then increased to twenty-eight years in 1909. This remained the status quo throughout the period in question, although the idea of a lifetime copyright was already being debated.

²⁷² Interestingly though, and to the consternation of many, this revision of the law was not made retroactive beyond 1978, as in other countries, and so now there are complicated charts that help determine whether something is still in copyright if it was published between 1923 and 1978, depending on exactly when the publication occurred.

As noted previously, play publishing companies, especially in the early days, often simply bought a playwright's copyright outright, but it is interesting to note that this ownership was only in effect for the duration of the copyright, this is born out in this excerpt from a contract of the time:

We have again gone over your manuscript entitled "Something for Nothing" and would hereby make you the following proposition regarding its publication:

That the copyright shall be taken out in our name; [. . .]

That we shall have the sole and exclusive right to publish and distribute the play during the lifetime of said copyright, namely 28 years.²⁷³

As the law stated, and as this contract demonstrates, when the copyright was up for renewal, the rights could be reassigned or reclaimed by the author or his/her heirs/assigns. This, combined with the growing strength of the Dramatists Guild, would explain the great number of plays that have an initial copyright under the publisher's name, and then a renewal under the author's name, even though the book or publisher did not change. One such example is a play entitled *Moonshine* by Arthur Hopkins. It was originally copyrighted by Samuel French in 1921, and then renewed under Arthur Hopkins's name in 1948.²⁷⁴ This becomes a common occurrence after the 1920s. It is not clear whether or not the contracts actually changed, as the books were often still being printed and sold by the same publishers, as is demonstrated in a legal affidavit found in a contract file regarding the play *Mr. Barnes of New York*, the rights for which were handled by Samuel French. While French does not appear to have published the play, he was apparently serving as agent for the playwright, as well as the playwright's wife upon his passing:

²⁷³ Fitzgerald Publishing Co. to Hazel Bacon, 7 June 1925, Samuel French New York Archive, Samuel French, Inc., New York.

²⁷⁴ Arthur Hopkins, *Moonshine* (New York: Samuel French, 1921), 1.

Since about 1898, I have been acquainted with Mrs. Esther L. Gunter, widow of Archibald Clavering Gunter, author of the book “Mr. Barnes of New York.” For some years I have acted for Mrs. Gunter in matters pertaining to her various copyrights.

It was I who attended in 1914 to the renewal of the copyright to “Mr. Barnes of New York.” It was I who prepared or caused to be prepared the assignment of the renewal of said copyright to Mr. John F. Stephens, and I signed as a witness to the execution of said document at the time it was executed by Mrs. Gunter.²⁷⁵

While this case is not entirely illustrative of a published work, it does demonstrate that the publisher/licensor was, in good faith, renewing copyrights on behalf of author’s heirs. While it is not clear whether more money changed hands during the renewal process for this title, or any other title that I have been able to examine, greater monetary benefit was apparently one of the rationales behind copyright renewal (in addition to the increased chance of works falling into the public domain and what amounts to the updating of contact information):

The Report of the House Committee on Patents states that the purpose of retaining the renewal provision in the 1909 Act, after considering single term of life plus 50 years, was, in effect, to give the author, or his successors listed in the Act, a second chance to benefit in the case of a lump sum assignment of the first term. [. . .] With regard to the second chance for the author or his successors, the statute has not fully accomplished the purpose stated by the Committee, except perhaps in the case of the author who has a strong bargaining position, either because of his success or because of his membership in an organization, and who is well advised on the intricacies of the law of copyright. In *Fisher v. Witmark*, the Supreme Court held that the author’s expectancy of the second term could be assigned. Thus, an author whose bargaining position is not strong, or who

²⁷⁵ “Frank J. Sheil Deposition,” March 1922, Samuel French New York Archive, Samuel French, Inc., New York.

is not well informed, may assign his expectancy in order to secure a publisher, and the publisher, though demanding such an assignment, will not be willing to pay any substantial sum for the expectancy because it is only an expectancy, the author's right to the second term being contingent upon his survival to the renewal date. The result may be that the author is in a less fortunate position than if he had a completely assignable single term, although it can be argued that the publisher would pay little more for a single term of 56 years than for a first term of 28 years.²⁷⁶

Even when authors could establish ownership in a play, and even when that ownership acknowledged performance rights, it was then subject to a time limit. Of course, it can be said that any play has its own lifespan, regardless of its creator's hardiness or lack thereof, as has already been noted anecdotally by the livestock references in chapter one, and is also pointed out in the same study of copyright duration from which the above quote is derived, "Most of those works in which the claim is not renewed will be valueless; no one will wish to use them, and it therefore is immaterial whether they are in the public domain."²⁷⁷ The harsh reality is then revealed that ownership only matters when it is desired. The "hot" play is desired by all, its author, the publisher, the agent, the professional producer, and the amateur, and usually at the same time. The famous case of Steele MacKaye's *Hazel Kirke* provides a rather potent example of how playwrights could find themselves hung out to dry:

The contract [MacKaye signed with Marshall H. Mallory], in effect, had MacKaye give up all ownership and future royalties to the play in return for a flat fee. [. . .] Though there was a general outrage at the MacKaye/Mallory contract in the press and MacKaye sued immediately, Mallory retained rights to the play, eventually dropping MacKaye's

²⁷⁶ U.S. Government, "Study #30: Duration of Copyright," *Copyright Law Revision* (Washington, D.C., US Government, 1961), 77-78.

²⁷⁷ *Ibid.*, 78.

name from the play altogether so that for the remainder of the copyright period (30 years) the play was played anonymously. Steele MacKaye's wife renewed the copyright and his name appeared again on the play.²⁷⁸

While in this case, the renewal option under US copyright law provided some sort of post-mortem reparatory last word on the "true" ownership of the play, it was certainly cold comfort to MacKaye's wife and son, as the "milk" from that particular "cow" had mostly run dry by that point.

It was along this food chain of public desire and performance that amateurs were historically bringing up the rear; occasionally being granted performance rights of manuscripts at sometimes hefty fees if there were no professional theatres in their area, but generally being forced to forgo and/or delay production of manuscript plays, or to rely upon published plays. That is, unless they were willing to produce plays on the sly, and many of them were. While amateurs in the nineteenth century were usually allowed to produce works for free, and even encouraged to make whatever adjustments they felt necessary for their own small producing groups, they gradually came to be seen as an entity requiring regulation and as a potentially lucrative royalty market. A comment from a small publisher (supposedly where Charles Sergel worked before he started the Dramatic Publishing Company) illuminates the situation for the amateur producer at the end of the nineteenth century:

Occasionally it seems impossible to find a suitable piece with the exact number and distribution of parts required; while, on the other hand, plays, otherwise acceptable, contain too many parts or require too long a time in representation. These objections, however, are easily removed by the exercise of a little judgment and skill in cutting out some of the characters, or shortening or omitting minor parts of the recitative.

²⁷⁸ Walsh, "Playwrights and Power," 18-19.

Adaptations and alterations of this sort, especially when local “hits” can be introduced, often result in a play better suited to the needs of a particular company than any of the pieces to be found ready at hand.²⁷⁹

Once play licensing was introduced with greater regularity in the amateur market, right at the beginning of the twentieth century, this laissez-faire relationship between publishers and amateurs could not remain. The term “licensing” implies a lack of ownership on the part of the licensee, as what is being licensed is a text that was written by and is “owned” by someone else. However, it could also still be seen as the purchase of the ephemeral experience of performance, which in turn conveys ownership, which implies the ability to manipulate as you wish. While this is exactly what many amateurs did (and do), the establishment of common law rights, and eventually copyright, essentially prohibited this ability—placing a yoke on the amateur producers which reminded them that their experience was not entirely their own. Many resisted this notion, some championed it, but few could avoid it as the playwright rose in power. While most playwrights and publishers were not chasing after amateurs to make sure that their productions were perfectly staged and performed uncut, there were definitely some who did take a stronger line—attempting to dictate performance, as well as the basic text of the play. The fact of the matter is that performance royalties did not grow out of copyright so much as common rights of property, and as such while the manuscript to a play may have been carefully guarded and heavily litigated, the performance of the play was what was at stake, and that performance encompassed more than just the manuscript. As will be discussed in greater detail later in this chapter, play pirates would often perform just a part of a play, or deliberately adjust portions of it in order to officially comply with the weak laws of the time, but while this made productions

²⁷⁹ Western News Company, *Descriptive List* (ca. 1880s), inside front cover.

technically legal, they were not considered morally just or tenable to playwrights, publishers, and producers, and one way or another, they were determined to get a handle on them.

While I have already covered the majority of the editorial discussion over royalties in *Drama* magazine in chapter two, focusing on the escalating debate between playwrights, publishers and amateurs, as well as the increasingly threatening rhetoric of play publishers toward amateurs, I have saved the last letter for this chapter, as it speaks directly to the issue of ownership from the perspective of an individual who essentially bridged the divide between playwright and amateur enthusiast by herself being in both worlds. As this chapter focuses on ownership and the development of copyright, it is useful to examine the public, legal, and professional theatrical perception of the role of the amateur in the act of “stealing.” Louise Van Voorhis Armstrong details a number of amateur copyright infractions, as well her reprimands provoked by these bold actions and assertions, including the following: “‘If the young woman who wrote this play came to visit our rehearsal some night, would any of you steal five dollars out of her purse when she was not looking?’ Of course no one would. ‘But,’ I said, ‘you are perfectly willing to steal five dollars from her by using her play without paying for it.’”²⁸⁰ As a playwright interacting directly with amateurs, Louise Van Voorhis Armstrong found herself in the peculiar position of advocating on behalf of her fellow playwrights on the level of the rank and file. The resistance to the idea of paying for royalties was so strong, that her advocacy even cost her at least one directing position:

Some time ago I was approached by a member of a church organization, who wished my services as director of a certain play, already selected by her club. She was a well-bred, pleasant, kindly, middle-aged woman. She asked me for an estimate of the entire expense of the production, and, as we jotted down various items, I presently said, “Have

²⁸⁰ Louise Van Voorhis Armstrong, “Letter to the Editor,” *The Drama*, July 1923, 338.

you asked about the royalty?” She seemed a bit confused and said, “Well, you know, we’re such a small organization, that we didn’t think the author would ever find out about our giving the play.” I told her that I thought it quite possible that the author would permit a church organization to give the play without royalty, even though they intended charging admission to the performances, but that I could not undertake the production unless he were notified and such permission granted. She seemed quite disappointed in my attitude, and though our interview ended amicably, I never heard from her again.²⁸¹

This tendency of amateurs to believe that they were under the radar and therefore either immune from prosecution and/or too small to care about no doubt helped fuel the already lucrative business of play pirates, individuals or companies who would either deliberately flout the law in their plagiarizing and/or sale of works of others, or would skirt so close to the edge of the law as to be continually suspect, regardless of whether they were actually conducting illegal operations. While such individuals and companies were selling to professionals, as well as amateurs, it was more likely that professionals were aware of the illegal status of their transactions with such companies, whereas amateurs may have had little to no idea at times. However, as demonstrated by the correspondence between Samuel French and Matilda Heron, even ostensibly honest publishers could fall into inadvertent copyright infringement, especially since the law was so poorly enforced.

In this context, the case of the Chicago Manuscript Company, one of the most infamous and successful play pirating operations of the late nineteenth and early twentieth centuries, demands review. According to Blackstone, Alexander Byers owned and operated the Chicago Manuscript Company from 1880 until 1922.²⁸² Strangely, a catalogue published by the company

²⁸¹ Ibid.

²⁸² Sarah J. Blackstone, “Alexander Byers: Play Pirate Extraordinaire,” *Theatre History Studies* 14 (June 1994): 107.

states that it was established in 1854. It is not clear whether Byers acquired the company from an earlier proprietor, or if the date of origin was chosen as some form of personal joke, as Byers was born in 1854.²⁸³ Certainly, as seen in the case of Samuel French adopting the establishment date of the older firm which he acquired, it would have been relatively easy to make such a claim. In her dissertation, Curley draws attention to an article in the *Dramatic Mirror* of 1891 which singles out and ridicules an amateur theatrical group in Corsicana, Texas, for purchasing a play from Alexander Byers, “A notorious ‘fence’ and dealer in stolen plays.”²⁸⁴ Of course, the case could be made that many amateur groups might not have even realized the difference. Byers had a catalogue, much like the play publishers and dealers of the time, and amateurs were not totally unfamiliar with having to purchase “parts” instead of books, so why would a red flag necessarily be raised on their part? In fact, his catalogue was riddled with references to copyright and dictated an incredibly strict perusal policy, all of which would have no doubt persuaded many amateurs that the firm was legitimate, as is demonstrated by this excerpt from the rental policy in the Chicago Manuscript Company catalogue:

READ CAREFULLY.

In order to avoid unnecessary correspondence, parties ordering plays will please conform to the following rules:

On receipt of one dollar any three of the plays will be sent to one address, allowing consignee the privilege of opening the package, reading the plays, and retaining any one of the three on the payment of four dollars, and all express charges, including charges for the return of plays rejected.

²⁸³ Ancestry.com, “Alexander Byers,” *Cook County, Illinois, Deaths Index, 1878-1922*, accessed January 19, 2013, <http://search.ancestry.com/cgi-bin/sse.dll?ti=0&indiv=try&db=fscookildeath&h=1408649>.

²⁸⁴ Curley, “Beyond the Pocket Doors,” 223.

Enclose one dollar with each order. Order will then be filled and sent C. O. D. for the balance due, with privilege of examination; but will positively not send any manuscript entirely C. O. D.

This will give patrons the opportunity of seeing just what they are getting, and of posting themselves regarding new productions.

If, after reading the manuscripts they are found unsuitable to patron's particular requirements, they may be returned and the one dollar sent will defray the expenses, charges, and cost of shipment. [. . .]

We make but one reduction from our regular advertised price. We will furnish any six plays in our \$5.00 list for \$25.00. To take advantage of this offer we only require that that number of plays be ordered within one year. Patrons may therefore send for manuscript as they wish to use them and when ordering the fifth may include a sixth, which we will send them Free of Charge.²⁸⁵

This perusal system was an attempt to allow a reader to have access to the text, but not enough access to distribute it widely. Once the script was rented, then the producing company would receive the parts (as explained in the next quotation below). While this process may seem as if it was geared toward professional companies of the period, and to some extent it was, there are also clear markers within the catalogue that amateurs were a significant part of his market, if not the most significant. These include an advertisement for an amateur handbook on the inside back cover (yet another item frequently peddled by legitimate play publisher/licensors), as well as the following explanation on page two:

REMEMBER!

²⁸⁵ Chicago Manuscript Co., *Descriptive Catalogue of Manuscript Plays for Sale* (Chicago: Chicago Manuscript Co., n.d., ca. 1874), inside front cover.

We can furnish you with a complete set of parts for any of our Manuscript Plays at the uniform price of \$2.50 per set, providing you have already purchased a manuscript of the piece from us. We carry in stock parts of nearly everything in the list, but in the few cases where we are obliged to copy them after receiving the order, our facilities are such that only a few hours are required for the work. Orders for parts must be accompanied by the full purchase price, except in the rare instances where the demand for them is so immediate as to necessitate an order by telegraph.

*NOTE—In producing plays from manuscripts, it is customary to furnish all persons taking part in the performance with a written copy of their lines, together with their entrances, exits, cues, etc. This is technically called a part, and one of such parts for each character a SET OF PARTS.*²⁸⁶

Such a note would be unnecessary for a professional client, and Byers's decision to include it in the catalogue clearly demonstrates that, not only are amateurs going to fairly great lengths to find and produce recent plays, but that he was courting them in an attempt to gain more business. This is in addition to the fact, as I have already demonstrated earlier in this dissertation, that play catalogues were often geared toward amateur producers, so Byers's publication of his own catalogue would have seemed quite in keeping with the trends of the time, and made his efforts appear even more innocuous to amateurs across the nation.

While Byers may have been "notorious" to professionals of the period, his longevity points to a profitable business model that endured. While Byers's practices were undoubtedly counter to the concept of intellectual property protection represented by copyright, it was his sophisticated understanding of copyright laws that allowed him to continue his activities for so

²⁸⁶ Ibid., 2. My Italics.

many years and with such impunity. Blackstone details the methods whereby Byers “acquired” his catalogue:

Soon after the Chicago Manuscript Company was founded, Byers and his staff began stealing plays. Their most common method was to make minimal changes to plays in Byers’s possession. He gathered these plays in several ways. Not only did he purchase scripts from other publishers, he sent stenographers to Chicago theatres to copy the plays as they were being performed. [. . .] The copyrights were taken out under Byers’s name, under the names of Byers’s staff members, or under the name of the company. Using this method, Byers was able to increase his company’s holdings of well-known titles, and to collect both the purchase price for copies of the script and the royalty payment as playwright of record. [. . .] Some plays were so little known that he simply appropriated the script by registering a copyright of his own—keeping even the title the same. [. . .] In other cases, Byers shortened scripts to make what was copyrighted as a tabloid version. [. . .] Sometimes a parody was prepared to be copyrighted as a burlesque or travesty. Another method employed by Byers was the tracking of plays whose copyrights were about to expire. He would wait until the original twenty-eight years had passed and then immediately renew the copyright in his own name.²⁸⁷

All of these methods involved Byers’s use of copyright law to cross purposes. He was not ignoring the copyrights on these plays, he was legally making them “his own,” much to the consternation of the theatrical profession.

Ultimately, however, the law caught up to Byers, who always seemed to be one step ahead, if not dancing a jig. This came through a sting of sorts in Chicago in 1911, which was reported in the *New York Times* and the *New York Clipper*, a contemporary trade newspaper.

²⁸⁷ Ibid., 107-8.

Many in the professional theatrical world had been attempting to prosecute Byers for decades, but he always managed to elude fault, largely in part due to the fact that under existing copyright law, only the producer or presenter of a given work could be prosecuted. This, coupled with his deliberate and ingenious “legal” counter-claims to copyrighted works muddled efforts to prosecute him within the court system. However, with the passage of the 1909 copyright act, there was finally a clause which made the copying and sale of copyrighted material, not just its production, a criminal act.²⁸⁸ It was in response to this newly minted law that the government decided to act. What makes this case particularly pertinent for this dissertation is that it was the company’s sale of a play to an amateur, in this case a teacher looking to produce a play with her students, that helped lead to the company’s indictment:

It was announced that his prosecution by the Government will be in the nature of a test case of the commercial clause in the copyright law passed March 4, 1909, and put in force on July 1 of that year. The prosecution of Beyer [sic] will be based largely on a manuscript copy of the play “In the Palace of the King,” the copyright of which is dated Jan. 14, 1900.

The manuscript of the play, now in the possession of the Department of Justice, which will be the chief exhibit against Beyer [sic], is alleged to have been sold to Mrs. Gertrude Parker of Aurora, Ill., last February, when she applied to the Chicago Manuscript Company for a play suitable for students. The Government, however, will not rely solely on this play to obtain a conviction. A search of the papers seized in the company’s office is said to disclose that practically every play copyrighted in the last fifteen years is listed in the catalogue of Beyer’s [sic] company. Government agents are now searching for persons who have purchased manuscripts of plays from the Chicago

²⁸⁸ “Play Piracy Doomed,” *The Arkansas Democrat*, February 10, 1898, 7.

Manuscript Company since the criminal clause was inserted in the copyright law. The books of the company are being overhauled for the purpose of tracing purchases.²⁸⁹

Apparently, even Samuel French had attempted to bring charges against him in the past:

The Chicago Manuscript Company has been brought before the Federal authorities before, but has always succeeded in escaping disabling punishment. Several years ago Samuel French & Co., publishers of plays, made a strong effort to have the company and its supposed proprietor convicted under the then existing copyright laws, but was unsuccessful. Other attempts have been made by theatrical managers and organizations, but equally failed.²⁹⁰

Indeed, the outcome of the lawsuit subsequent to his arrest in 1911 was far from an overwhelming success either. While Blackstone states that “every case” was dismissed, she only refers to twelve indictments.²⁹¹ A 1913 article in the *New York Times* refers to fifteen total indictments, twelve of which *were* dismissed, but goes on to state that “demurrers to two were sustained, and only the fifteenth was held against him.”²⁹² The majority of the indictments were dropped when Byers promised to open up his books and help the government fish out other play pirates, and in the end he was merely required to pay a \$500 fine—a decision that most likely infuriated many in the industry.²⁹³ This slap on the wrist certainly did not prevent him from continuing his business, but as he was ostensibly working with the authorities as a part of his agreement with the federal government, his prominent display of copyright notices during the period after his trial could be seen as his attempt to at least appear to be above board. For example, I discovered a manuscript of *The Fireman’s Sweetheart* by Nelson Compston in the

²⁸⁹ “Raid Play Concern on Piracy Charge,” *The New York Times*, March 30, 1911, 11.

²⁹⁰ *Ibid.*

²⁹¹ Blackstone, “Alexander Byers,” 110-11.

²⁹² “Play Pirate Fined \$500,” *The New York Times*, April 19, 1913, 1.

²⁹³ *Ibid.*

Leverton Collection archive at Lake Forest College. It was stamped with the notice “Copyright 1914 by Alex. Byers.” This date would place the acquisition of the manuscript after his court case, at a time when he was perhaps more diligent in the proper acquisition and licensing of plays, but this ongoing acquisition, when combined with the apparent continuance of his company after the trial point to his legal, if not “moral,” representation of manuscripts.²⁹⁴ The manuscript also included the following note, stamped onto the manuscript:

This book is the property of the Chicago Manuscript Company, 431 North Clark St., Chicago, Ill., and must be returned at the expiration of the period for which it was leased. It is copyrighted, and the copying of it, or the use of it in giving a public performance, without the consent of the owner, are offenses punishable by fine and imprisonment.²⁹⁵

Upon further research, Byers’s copyright claim was confirmed in cross-referencing with the records of the U.S. Copyright Office, but as was noted earlier, this did not mean that he didn’t coopt another’s work.²⁹⁶ Indeed, the wording of the notice is clever, in that he could just as easily have not owned the copyright or performance rights to the play. All he states is that the *book* is property of the company and should be returned to the company, and that the *owner* of the copyright must be contacted before it is copied or performed, a statement which could, legally absolve him of any potential infringement. From his indictment and guilty plea, as well as the culmination of many years of manipulation of the markets, it would appear that there is no doubt that Alexander Byers was a play pirate, but considering that only fifteen indictments were brought against him in the case, and that greater action was not taken after the government had

²⁹⁴ Nelson Compston, “The Fireman’s Sweetheart,” manuscript circa 1914, Leverton Collection, Lake Forest College Archives and Special Collections, Lake Forest, IL., front cover. Ironically, the manuscripts that Leverton collected were used by Barrett Clark to create the *America’s Lost Plays* series mentioned earlier in this chapter.

²⁹⁵ Ibid.

²⁹⁶ Library of Congress, *Catalogue of Copyright Entries, Part 1*, vol. 11, issue 2 (Washington, D.C.: Library of Congress Copyright Office, 1914), 1341.

acquired his business records, points to at least the majority of his work being above the law, however narrowly. I point this out merely to demonstrate that the line between legitimate ownership and piracy was often fuzzy and was frequently tested by many in the industry. Byers was certainly not alone, as his plea deal obviously demonstrates. Accusations of copyright infringement were frequently thrown about, and in this extremely litigious environment, wherein the laws were being constantly challenged, thwarted, and argued, such accusations had the potential to be leveled in haste and, at the same time, be a severe blow to a firm's credibility (if not with amateurs, then with playwrights and professionals). In 1898, Dr. Charles L. Howard, of the firm Howard & Doyle, an established distributor of plays, provided a public statement in response to a lawsuit brought by Thomas Henry French that labeled him a play pirate:

The charge made against me is slanderous and untrue. In my catalogue I have two lists of plays. The first contains the titles of plays which I own or for which I have been duly authorized to act as agent, and the other is a list of "plays which are private property and duly protected by law," the acting rights of which we offer to secure for our clients, "if the same are obtainable." It is in this list that the plays appear which T. Henry French names in his suit against me. [. . .] It is untrue that this play was leased without notice. It is untrue that there was anything wrong or even unusual in the transaction. My belief is that French was irritated because I have supplanted him with a number of authors, who have taken their plays out of his hands and turned them over to me, and he has brought this suit on a trivial excuse to try to discredit me. My letters from Charles Frohman and William Gillette of recent date, my powers of attorney from them and others, and any amount of other evidence, to say nothing of a reputation for integrity acquired by long

years of fair, square dealing dispose of any attempt to hurt my reputation with those who know me.²⁹⁷

This statement is then supported by the journalist who printed the quote with the following comments: “The firm of Howard & Doyle has long been noted for its fights on the pirates, and the announcement that they had been engaged in the same line of business caused a sensation in theatrical circles.”²⁹⁸ The journalist, while not completely moving into the realm of opinion, seems to be implying that French’s accusations were unjust. This simply shows that people were used to such accusations being bandied about, and while more than happy to gossip and report them, were also just as likely to regard them with a skeptical eye. However, in the case of Byers, the years of persistent accusation from different individuals, along with his eventual conviction, paint the picture of a man who was very aware of what he was doing, even if his clientele were not so savvy, or were they?

The question of what sort of role amateurs played in Byers’s legal drama remains. No doubt they were a large part of Byers’s success, but were they willing cohorts in an illegal scam? Or innocent victims of a malevolent charlatan? It could be argued that both are possible. Considering the copious anecdotal evidence of amateurs having a history of reticence regarding the payment of royalties, one of two likely scenarios played out in their purchase of plays from the Chicago Manuscript Co.— either they were amateurs of the noble sort who were attempting to play by “the rules,” which for them were laid out in the company’s catalogue, and which they simply and naively followed; or they, too, were attempting to flout the laws of the land and get a hot property to which they knew they would not have access through normal channels. It is hard to say which motivating force was more prominent, and likely both played a role, but the fact that the incident that finally brought Byers down was prompted not by an amateur group asking for a specific in-demand play, but by a school teacher asking for suggestions, would lead one to believe that the majority of amateurs were most likely oblivious to the Chicago Manuscript Company being anything other than an upstanding firm representing authors in good faith.

This supposition is upheld by a local newspaper account from the time. A contemporary news article regarding the raid on Byers was run in the *Aurora Daily News* in which the writer

²⁹⁷ “Play Piracy Doomed,” 7.

²⁹⁸ *Ibid.*

paints a picture of blithely unaware amateurs that happened to stumble into something much larger than themselves:

Not realizing that the production of the play, “In the Palace of the King,” presented with great success by the senior class of the East Aurora high school last season, would result in a test case, the amateur actors opened at the Grand theater with the annual class play and closed, crowned with laurels. Now comes the announcement that federal authorities yesterday raided the offices of the Chicago Manuscript Company.²⁹⁹

This depiction, when coupled with Mrs. Parker’s request for high school plays, would strengthen the belief that this was a case of amateurs attempting to play by the rules. What I have as yet been unable to discover was how and why the U.S. Government came across Ms. Parker’s Aurora production in the first place. While the *Aurora Daily News* article provides a bit more detail about the production, little is discussed regarding how the government found out about this particular production. Mrs. Parker was a prominent and respected member of society, and was quickly becoming the primary mover in all things theatrically based in Aurora. She was prominent enough to have her biography included in the 1914-1915 *Women’s Who’s Who of America*, which listed her theatrical and community endeavors (as well as her support of women’s suffrage).³⁰⁰ Her obituary also notes her extensive involvement in the theatre, which did not cease due to any negative repercussions from the Byers case:

It was in dramatic work that she was best known and did her greatest service. For thirty years she directed class plays at the West Aurora and East Aurora High Schools, as well as in Naperville, Yorkville, and at Grinnell College. She founded the Aurora Dramatic

²⁹⁹ “Presentation of Play in Aurora Brings About Test,” *Aurora Daily News*, March 30, 1911, 3.

³⁰⁰ John William Leonard, ed., *Women’s Who’s Who of America: 1914-1915* (New York: The American Commonwealth Company, 1914), 621.

Club and for many years generously enriched countless entertainment programs with her dramatic readings.³⁰¹

Perhaps Mrs. Parker was well connected enough to happen to mention her activities to someone connected with the government? Perhaps she or one of her students, or even an audience member wrote to the author in an attempt to shower praise, only to have that letter used as evidence? With the current evidence at hand, it cannot be determined, but the fact that an amateur production was what led to the closest thing to a comeuppance ever doled out to Byers, allowing a significant, if weak, copyright victory that set a precedent for cases to come, clearly demonstrates the importance of the amateur in shaping both copyright law and the larger theatrical landscape.

In fact, amateurs, wittingly or unwittingly, were often taken to task for the support of piracy, if not for being pirates themselves, and reputable play publishers were often treading the same line which Byers nimbly skipped along. To the first point, it could be said that the play pirate simply saw a burgeoning market and took advantage of it before the established theatrical publishers found a way to legitimately exploit it. This was happening in England, as well as in America, and Samuel French was especially well positioned to battle the infringement on both fronts. In a form letter to playwrights in 1891, he details the issue as he has found it in England, and asks for playwrights to join him in suing the offending play pirate, a Hal Collier, who could be seen as a British parallel to Byers's activities stateside:

Systematic infringements of the most popular plays are being almost daily perpetrated by the numerous so-called Social Clubs. [. . .] A person signing himself "Hal Collier" has for some time been in the habit of advertising in the theatrical papers as being able to

³⁰¹ "Pioneer Dies: Mrs. Parker, Resident Here 79 Years, Dies," *Aurora Beacon News*, April 2, 1943, no page number visible.

supply copies of popular plays. I have caused a private application to be addressed to Mr. Collier, with the result that a copy of “Jane” was purchased for 30/-, and a list received including those plays marked *. Messrs Lestocq and Nicholls, on my suggestion, having taken action respecting the performances and multiplying copies of “Jane,” and upon application of their counsel, his lordship Mr. Justice Henn Collins decided that the performances and multiplying of copies by and for these Clubs was an infringement of their rights, and granted an interim injunction against all concerned, including Mr. Hal Collier; this will of course, be a test case of the utmost importance to all dramatic authors and owners of plays, and I submit that it is to the interest of all such that they should combine with Messrs. Lestocq and Nicholls in carrying this matter through, and I should be glad to receive the names of those gentlemen who will pledge themselves to assist.³⁰²

Here Samuel French is surreptitiously “catching” a play pirate in the act, and this one is also exploiting the amateur market, albeit this time on the other side of the Atlantic. While the United States may have officially contained the wild west of yore, the copyright frontier was being pushed forward on multiple soils. Again, while Samuel French was urging playwrights to go after the supplier, it was the amateur producer that was seen as the nuisance. Without their purchase of the plays, the business of theft would not be so tempting.

A play which was frequently subject to attempted copyright infringement, as well as serving as an example of “legitimate” copyright manipulation, is *Charley’s Aunt* by Brandon Thomas. Echoing the manuscript practices of the Chicago Manuscript Co., the following advertisement is found in a Samuel French catalogue circa 1918, which reads as follows:

CHARLEY’S AUNT

³⁰² Samuel French to Bronson Howard, et al., 12 June 1891, Bronson Howard Papers, Box 6, Folder 3, New York Public Library, New York.

(Obtainable in manuscript only)

[. . .] NOTE.—“Charley’s Aunt” is not published, never has been published, and will not be published. It is held in manuscript and can only be obtained for amateur production on a royalty of \$25.00 a performance. The royalty and deposit of \$25.00 on the manuscript and parts to insure their prompt and safe return after the performance, is payable on delivery of the manuscript and parts. The deposit is returned on our receiving the manuscript and parts back in good condition after the performance.³⁰³

Indeed, *Charley’s Aunt* was not published in the U.S. until 1935, proving to be a remarkable example of the extremes some have gone to in order to “milk” the proverbial cow as much as was possible. Iron-fisted and rigorously guarded ownership was clearly behind such a long stretch of time between the play’s first production in 1892 and its publication over four decades later. The later Brandon Thomas published his work, the longer he could profit under “common law” and not become beholden to term lengths of copyright, which in 1892, would have been a maximum, if renewed, of forty-two years. These herculean efforts have been frustrating amateurs even to this day. A very unusual news clipping demonstrates the confusion that has been wrought over the ensuing years by this decision to withhold publication of such a popular play. Discovered in a “Charley’s Aunt Press Clipping” file among the Samuel French offices, it is a torn bit of paper from what appears to be a London newspaper or trade magazine. While no date is visible, the information included in the notice would likely place in the early 1960s, most likely in 1964. It is outlined as if an advertisement and boldly headed with the title of the play CHARLEY’S AUNT, providing the author’s name, contact information for professional rights, followed by contact information for amateur rights (Samuel French, Ltd.). It then goes on to

³⁰³ Samuel French Catalogue, (New York: Samuel French, n.d., circa 1918), 95. The cover and title page to this catalogue is missing, and it is included in a privately bound volume for internal company use entitled: *Samuel French’s 1910-1924 Catalogue of Plays*, n.d., Samuel French New York Archive, Samuel French, Inc., New York.

state the following, “The copyright of “Charley’s Aunt” in the United Kingdom expires on the 31st December, 1964, after which the play is in public domain in this country. In America, since the play was not published until 1935, copyright is still subsisting until 1991 and is fully protected.”³⁰⁴ Subsequent to this unusual announcement, U.S. copyright protection was extended twice, first for another nineteen years under the 1976 Copyright Act, and then for another twenty years under the 1998 Copyright Term Extension Act, often referred to as the Sonny Bono Act or the Mickey Mouse Act, ultimately allowing the play to remain in copyright until the year 2030. This is somewhat extraordinary, considering the fact that even if the current copyright law (life of the author plus seventy years) had been in place when the play was published (posthumously), as Thomas died in 1914, it would have been public domain by the year 1984. This has been a point of confusion and contention with amateur groups for many years, even prompting chatroom discussions on the internet in the twenty-first century.³⁰⁵ But amateurs have proven to be both the main audience for this play, as well as the primary suspects in illegal performances of it over the years. Perhaps the play’s success with amateurs was precisely why it was withheld from publication. If the book was too easily available, the play would have been much harder to regulate. However, even in manuscript form, it was difficult to keep a reign on the play. As the owner of the “U.S. rights,” Charles Frohman was determined to maintain control of this incredibly profitable and successful property. He was in the habit of retaining detectives in different parts of the county to sniff out unlicensed productions, and very early in the play’s life on the boards, an amateur group was at the center of piracy charges (it is possible that Byers may

³⁰⁴ Newspaper Clipping, n.d., circa 1964, “Charley’s Aunt Press Clippings (Press Information)” Folder, Samuel French New York Archive, Samuel French, Inc., New York.

³⁰⁵ “Public Domain Question,” *Community Theater Green Room Discussion Board*, Accessed March 5, 2013, http://www.communitytheater.org/forum/forum_posts.asp?TID=4501.

have been involved, as well, although from the article in which the following is found, it is not entirely clear):

The Players's Club of Akron is an organization of amateur actors whose members belong to the highest circles of society in that city. They had arranged to give their friends a great treat on Thanksgiving Day by appearing at the Academy of Music, afternoon and evening, in "Charley's Aunt." They secured a typewritten copy of the farce from one of the many play-pirating firms of Chicago, and sold hundreds of tickets for the performances, which were looked forward to by the Akron public with a great deal of interest.

While these preliminaries were being made, however, Charles Frohman was notified by a detective agency which is constantly looking out for unauthorized productions of plays which he controls, of the intended performances of the Players's Club. He at once sent Mr. Hayman to Akron to stop the performances. Mr. Hayman appealed at once to the courts, and on Thanksgiving morning he secured a permanent injunction forbidding the club to present "Charley's Aunt," and the managers of the Academy to allow it to be produced in their house. This was an unpleasant surprise for the club and its friends, and the organization offered to give bonds in any damages he might prove by the performances. The court, however, refused to accept bond, Mr. Hayman declaring that what Mr. Frohman wanted was not money, but the protection of his rights as the owner of the play. "Charley's Aunt" is therefore still an unknown female to the citizens of Akron, and will remain so until an authorized version is presented there.³⁰⁶

³⁰⁶ "A Blow at the Play Pirates: Why *Charley's Aunt* Was Not Presented in Akron, Ohio," *The New York Times*, Dec. 3, 1894, 4.

Here is a case in which the amateurs apparently used Byers, or someone like Byers, to acquire the “hot” script, and then were caught—but again, is it clear that they knew what they were doing was illegal? Also interesting is the club’s attempt to pay Frohman off, which speaks to the pay to play notion behind amateur theatricals—“we can afford it, sorry about the confusion, how much could our little production possibly be worth? Let us make it up to you in dollars.” But here the professional realm asserts its cultural authority over the amateur. As Bourdieu notes, “The literary and artistic world is so ordered that those who enter it have an interest in disinterestedness.”³⁰⁷ The amateurs could not use their greater social and economic capital to circumvent the professional theatrical establishment, even if they could have worked their way around the law. Of course, Frohman is not the “disinterested” artist in this scenario, in fact it is his interest in his economic capital and his “property” that instigates him to act so fiercely against the group, and yet this idea of the “property” being something to be possessed above and beyond monetary value still speaks to the higher morality of consumerism in the U.S. It is not the money, it is the principle of the act that he is desirous to limit. Of course, this places him as a standard bearer against “pirates,” when he is, at base, looking out for his own interests. The amateurs were being shut down in more ways than one. Again, as Bourdieu observes, “the most disputed frontier of all is the one which separates the field of cultural production and the field of power.”³⁰⁸ Above all Frohman was asserting his power within the situation, which, while legally derived from his control of a specific script, was grounded in the larger social, cultural and economic fields.

This control over amateur productions was not limited to the appropriate licensing of the official manuscript, but also extended to the way in which the amateurs performed the play:

³⁰⁷ Bourdieu, *The Field of Cultural Production*, 40.

³⁰⁸ *Ibid.*, 43.

Every performance, except those in countries not members of the Berne Convention on copyrights (such as Japan, the Soviet Union and, ironically, Switzerland), must have a performing license. The family insists on the right to cancel the license if staging instructions and other directions are not followed.

“We’ve insisted on producers following the original description of the costume, from that bow window wig and black silk bonnet to the cameo brooch and black silk petticoat,” Mr. Brandon-Thomas said.

Contracts also insist: “The aunt must walk, talk and move like a man. There must be no vulgarity of scene or gesture...” Or, as the author’s son puts it, “none of the female impersonator business.”³⁰⁹

This harkens back to the idea of the amateur’s ownership of performance. What is being licensed is a production, not just a text, although it is the text that could be the commodity exchanging hands. While play publisher/licensors and playwrights could not possibly “police” all of the myriad of amateur performances going on throughout the nation, whether they be in nineteenth century parlors or on newly built twentieth century community stages, the fact is that they did attempt to conduct such policing, and indeed, to some degree it is that effort to regulate productions that lead to the growth of the play publishing and licensing business in the United States. As Litman noted, the effectiveness of such efforts was primarily contractual in form, but the efforts to strengthen copyright laws also helped to solidify the play *publisher* as the guardian of the playwright’s purse. As demonstrated, these companies were serving the role of agent, regardless of publication status, but as the companies advocated for and achieved greater legal protections for dramatic works, they became better positioned to handle and exploit any given

³⁰⁹ James Feron, “‘Charley’s Aunt’s’ a Free Woman Now—Almost,” *The New York Times*, February 7, 1965, X5.

play to its fullest, especially within the amateur market, which was much too unwieldy for the average playwright to monitor.

Ultimately, throughout the period examined in this dissertation, “ownership” was a tenuous proposition. At various points in a play’s life, all and sundry could lay claim to it, whether it be the playwright from whose pen it sprang, the translator who conveyed it into her mother tongue (perhaps with permission, likely without), the producer who planned to take to Broadway and on the road, the publisher/licensor who endeavored to sell it to stock and amateur groups across the country, and even those very amateur groups who attempted to put their own stamp on it within their communities. Theft, both deliberate and accidental, could occur at any point within the play’s life, and could be perpetrated by any of the players mentioned above. Protection was scant, confusion was rampant, and the amateur was often made an example of in an effort to frighten the nation of theatrical producers into compliance. The gradual regulation of the amateur market that occurred throughout this period happened in great part due to the growth of stronger copyright laws, as well as the development of playwright-friendly contracts. These contracts grew out of an increasingly playwright-centered environment fostered by the growth of the film industry, in which playwrights were suddenly prized for their talents. The increasingly powerful role of the playwright was then focused and amplified through the efforts of the Dramatists Guild. Throughout all of this, as film began to supplant the commercial theatre in many communities, the relationship between the amateur producer and the playwright grew to be one of greater interdependence. This relationship was anticipated and exploited by play pirates such as Alexander Byers, and eventually fostered and cultivated by legitimate publishers such as Samuel French. Indeed, while they were often disregarded as superfluous, amateur producers were frequently interrupting, invading, and reinventing the professional theatrical world as they

encountered it, as well as shaping the larger national theatrical culture. Of course, I am speaking here not so much of the Provincetown Players, or Eugene O'Neill, although such prominent icons do shadow this dissertation, but of the tiny community theatres, schools, churches, and clubs that produced a massive amount of plays over the years under discussion, and who sought guidance, material and input from play publishers and licensors. While as a collective force they helped shape what was offered by play publishers, as well as what was written by playwrights, we see in the example of Gertrude Waterhouse Parker of Aurora, IL, that even individually their impact could be significant.

Conclusion

If every aspect of the activity of man and its effect on his fellow deserves our respect and our attention, then indeed the American theater is, I believe, quite as important to us as any other characteristic function and activity. –Barrett H. Clark³¹⁰

The above quote is included in Barrett H. Clark's introduction to his *America's Lost Plays* series, wherein he "rescued" unpublished manuscripts from the late nineteenth and early twentieth centuries that were never published due to ineffective copyright and performance right protections. While his quote can be seen as a sort of apologia, especially as he states that many are "not artistic masterpieces," the intention was an early expression of the idea that the historical and sociological import of cultural material was vital to the understanding not just of dramatic literature or stage history, but to the society at large, as well. While this dissertation has primarily, although not exclusively, focused on the purveyors and consumers of the published brethren of those unpublished manuscripts, I have sought to similarly unearth that which was omnipresent during the period in question and yet largely overlooked today—the amateur play publishing and licensing industry. Of course, this industry is still with us, but, aside from anomalous studies such as Stoddard and Litchfield's excavation and cataloguing of A.D. Ames's business, its origins and history have quite simply been perceived as undeserving of greater research before now. Recent scholars, such as Curley and Weitzenkamp, among others, have begun to fill this hole in history, but more needs to be done.

This is perhaps surprising when one considers that it is through the conduit of these play publishers that many theatrical amateurs in the U.S. learned about the theatre. Indeed, it is likely that most U.S. theatrical scholars started their journey in the theatre with an acting edition in

³¹⁰ Barrett H. Clark, "'General Preface,'" *America's Lost Plays I: Forbidden Fruit & Other Plays by Dion Boucicault*, eds. Allardyce Nicoll and F. Theodore Cloak, gen. ed. Barrett H. Clark (Bloomington, IN: Indiana University Press, 1940), vi.

hand, either on stage or behind the scenes in a school or community play, and then, either through unconscious repression or active disremembering, manage to forget or overlook this element as potentially formative and deserving of study. As an industry it helped shape the cultural activities of a nation, reiterating and distributing common values. And yet its inner workings and influence have largely been invisible. Thus I have attempted with this dissertation to place these companies and their activities within their contexts, demonstrating their widespread influence on the systemization and growth of amateur theatricals in the late nineteenth and early twentieth centuries, as well as investigating how the relationships that developed between such publishers and amateur producers effected the lives of playwrights, the evolution of copyright law, and the interaction of the average playgoer with the stage at large.

As Clark noted, part of the interest in such historical reconstructions and analysis lies in the “effect” of that recovered history on humanity, both in the past and present. While the amateur play production industry is not as booming a market as it once was, due in great part to the myriad other avenues of entertainment and social engagement now available to most individuals in the United States (film, television, the internet, etc.), the fact is that it does still exist, and that acting edition publishers still exist, as well. In fact, speaking from my personal experience, the practices developed during the period examined within this dissertation have largely continued unchanged up to this day. Samuel French, Inc. is something of a methuselah among those in the field. Few other theatrical companies have had the opportunity to interact with and affect so many generations of Americans, and this influence, while narrowed, continues. The amateur as consumer is still vital to the theatrical industry, and the development of the internet and other methods of technological interaction have simply expanded the ways in which such publishers can reach out to amateurs and sell their wares. Samuel French now boasts

a website, a facebook page, and a twitter feed. Their adoption of our contemporary society's focus on branding over content has led them to adopt a caricature of Samuel French in top hat and tails as their logo. This not only acknowledges the company's long history, it plays with it. Samuel French the man, while often confused with the company, now *is* the company. His role in the development and manipulation of the nation's theatre is subsumed by his caricature. The company's current and past machinations are also hidden behind the amusing little man. The self-parody of the logo fits nicely into our current culture's obsession with irony and image. I note this to demonstrate that the actual history of this company could easily be lost in such an image, and any knowledge that could be gleaned from that history lost along with it, unless more attention is brought to the examination of the industry's origins. It is by investigating and understanding our past that we gain greater understanding and perspective in the analysis of our present.

This dissertation begins and ends with the concept of the play as property, both in textual form and in performance. From the moment it is written by a playwright, whether it is bought and sold by publishers/licensors or purchased, licensed and produced by amateurs, it ultimately proves to be a slippery thing, owned by everyone and no one simultaneously—held tenuously in place by strong contracts and weak laws. This remains true today, as the amorphous realms of copyright and intellectual property continue to expand and complicate through the development of new technologies. The gradual systemization of the amateur theatrical market in the United States could be seen as an early example of the erasure of “non-commercial” culture, or its absorption by “commercial culture.” As Lessig notes:

At the beginning of our history, and for just about the whole of our tradition, noncommercial culture was essentially unregulated. [. . .] The focus of the law was on

commercial creativity. At first slightly, then quite extensively, the law protected the incentives of creators by granting them exclusive rights to their creative work, so that they could sell those exclusive rights in a commercial marketplace. [. . .] The rough divide between the free and the controlled has now been erased. The Internet has set the stage for this erasure and, pushed by big media, the law has now affected it.³¹¹

Lessig refers to the “non-commercial” as a synonym for “free” in this context. His reference should not be confused with the term “non-commercial theatre,” as it should be clear now from the work done in this dissertation, that all “legal” theatre is produced within the commercial sphere, whether or not it is for profit. As scholars, lawyers, businesspeople and artists endeavor to make sense of our current culture of “permission,” it is worthwhile to try to shed light on how this socio-cultural and legal shift first developed. This dissertation provides a small spotlight upon some of the ways in which the U.S. theatrical industry was shaped by this growing trend.

I have endeavored, in focusing on the relationships that have evolved around the play as property, to tease out the effects that this industry has had on the nation as a whole, in legal, economic and social terms. In doing so, I have often invoked the image of a national theatrical landscape. While this term is vague, it is also accurate, in that play publishers served as conduits, connecting amateurs to professionals and to each other throughout the nation. As plays began to change hands, a national aesthetic was produced and encouraged. The seed may often (but not always) have been planted from the top down, but it was cultivated and harvested on the grassroots level, in amateur theatrical groups across the country. As I have shown, while the phenomenon of the Little Theatre movement necessarily solidified this development, there had already been a long and complicated history of amateur theatricals and play publishing/licensing

³¹¹ Lessig, *Free Culture*, 8.

that preceded the rise to prominence of that national movement, and without which it might have never have reached such a massive scale. This has often been dismissed or overlooked by focusing on the European influence of the free theatre movement, which while undeniably a major instigator of the Little Theatre movement, does not erase the already extant history of Victorian theatrical clubs, parlor plays, and charitable productions that provided a national framework over which the art theatre was laid. This underlying continuity of amateur theatrical production becomes clear when viewing the field from the lens of the play publisher/licensor. To him, it did not really matter all that much whether the play was being produced for the sake of art or for the sake of the church roof, what mattered to him was that the amateur was a customer—to be courted and exploited in whatever manner seemed viable.

I have discussed all of this in terms of commerce—selling, buying, owning. While each of the primary players, the play publisher, the amateur, and the playwright, have taken the leading roles in their respective chapters, *Selling the Play*, *Buying the Experience*, and *Owning the Act*, their roles could have easily been moved around without a change to the chapter titles. This is because all three of these players necessarily take part in all three of these activities, i.e., the playwright sells the play to the publisher/licensor, who sells the play to the amateur, who sells the play to an audience, and thus a rather complicated web of social, economic, and legal interactions and influences develops. The question of how to investigate this intricate latticework of mutual influence proved challenging.

Due to the general lack of secondary research in this area, my attempts to answer the questions raised by my investigation into this field have been largely focused on primary research. While this is thrilling at times, it is also often severely frustrating. As companies naturally abhor stagnation, even as they celebrate their longevity, there has been a tendency to

discard potentially insightful documents once they are deemed unnecessary to the running of the company. This has led to a haphazard availability of materials, and required the methodical (and at times simply lucky) tracking of leads and sources.

When I first began my research into the origins and development of the amateur play publishing and licensing industry, I thought it would be an easy marriage of my love of research and my career to that point. How wrong I was. Having worked at Samuel French, Inc. in various positions over the course of ten years, I knew that there was a long history to the company and the industry, and when I realized that there was very little that had been done in the way of research into this realm, I thought it provided the perfect symbiosis of research subject and researcher. What I did not realize was the difficulties that I would face in finding and acquiring primary research materials, and that my frustration over such difficulties would simply be amplified by my position within the company, knowing, as I did, that such materials had to have existed at some time, and probably still existed in someone's basement or attic, but that I could not find a way to gain access. While I was able to find some very enlightening materials in the Samuel French, Inc. office in New York, and the Dramatic Publishing Company was kind enough to open up their (unfortunately slim) archival holdings to me, the majority of the primary research materials that I have been able to piece together have come from various library holdings, historical societies, online archival projects, and personal acquisitions through such online sites as eBay and AbeBooks.

Due to the necessarily piecemeal nature with which I have developed this dissertation, there are inevitably gaps. It is my hope that the research that I have done thus far will enable others to fill up those gaps, either through further consideration of the materials that I have brought to light, or through the discovery of "new" archival materials that have previously

languished in old attics and forgotten boxes. That there is more to explore, I have no doubt, and I would encourage others to seek it out, as I intend to do. Many of the issues investigated in this dissertation—performance ownership, copyright, the amateur as consumer and producer, the formation of cultural taste—remain as pertinent and contested today as they were at the beginning of the twentieth century. It is vital that the history of these ongoing concerns is excavated and examined in detail, as such research allows us a greater perspective on our current cultural climate, and provides us with a stronger foundation upon which to build our future.

Works Cited

ARCHIVES AND DATABASES

Ancestry.com. *1920 United States Federal Census Online Database*.

<http://search.ancestry.com/search/db.aspx?dbid=6061> (accessed 20 November 2012).

---. *1930 United States Federal Census Online Database*.

<http://search.ancestry.com/search/db.aspx?dbid=6224> (accessed 20 November 2012).

---. *Cook County, Illinois, Deaths Index, 1878-1922*. [http://search.ancestry.com/cgi-](http://search.ancestry.com/cgi-bin/sse.dll?ti=0&indiv=try&db=fscookildeath&h=1408649)

[bin/sse.dll?ti=0&indiv=try&db=fscookildeath&h=1408649](http://search.ancestry.com/cgi-bin/sse.dll?ti=0&indiv=try&db=fscookildeath&h=1408649) (accessed 19 January 2013).

Barrett H. Clark Collection, Yale University.

Bronson Howard Papers, New York Public Library for the Performing Arts.

Footlight Club Records, Harvard Theatre Collection, Harvard University.

Internet Broadway Database, The. <http://www.ibdb.com/production.php?id=9455>.

Leverton Collection, Lake Forest College Archives and Special Collections, Lake Forest, IL.

Mary Aldis Collection, Lake Forest College Archives and Special Collections, Lake Forest, IL.

Peoria Players Clippings Files, Peoria Public Library, Peoria, IL.

Peoria Players Theatre, The Peoria Historical Society Collection, Bradley University, Peoria, IL.

Samuel French Archive (Business Records), National Art Library, London.

Samuel French New York Archive, Samuel French, Inc., New York.

CATALOGS, PLAYS, AND GUIDEBOOKS

Ames' Publishing Co. *1910-11 Descriptive Catalogue of Ames' Theatrical Plays*. Clyde, Ohio:

Ames' Publishing Co., n.d., ca. 1911.

Ames' Publishing Co. *1923-24 Descriptive Catalogue of Ames' Theatrical Plays*. Clyde, Ohio:

Ames' Publishing Co., n.d., ca. 1924.

Ames' Publishing Co. "*Alphabetical List of Ames' Edition of Plays.*" *Strawberry Shortcake*.

Clyde, Ohio: Ames Publishing Co., n.d., ca. 1880s.

Barnard, Charles. *Joe: A Comedy of Child Life in Two Acts*. Chicago: The Dramatic Publishing Co., 1897.

- Bôcher, Ferdinand. *College Series of French Plays*. New York: Henry Holt & Co., 1864.
- Browne, William Maynadier. *Red or White?* Boston: Walter H. Baker & Co., 1895.
- Chicago Manuscript Co. *Descriptive Catalogue of Manuscript Plays for Sale*. Chicago: Chicago Manuscript Co., n.d., ca. 1874.
- Colburn, Carrie W. *His Last Chance or The Little Joker: A Comedy in Three Acts*. Boston: Walter H. Baker & Co., 1895.
- DeWitt Publishing House, The. *DeWitt's Acting Plays*. New York: The DeWitt Publishing House, n.d., ca. 1890s.
- Dramatic Publishing Co., The. *The Dramatic Publishing Company's Descriptive Catalogue of Plays and Entertainments*. Chicago: The Dramatic Publishing Co., 1923.
- Drummond, Alexander Magnus. *Plays for the Country Theatre*. Cornell Extension Bulletin 53. Ithaca, NY: The New York State College of Agriculture at Cornell University, 1922.
- Dumas fils, Alexandre. *Camille*. Trans. by Matilda Heron. New York: Samuel French, n.d., ca. 1856.
- Fuller, Horace W. *False Pretensions*. New York: The DeWitt Publishing House, 1887.
- Gale, Zona. *The Neighbors*. New York: B.W. Huebsch, Inc., 1922.
- Gilbert, W. S., and Sir Arthur Sullivan. *The Sorcerer, An Original Modern Comic Opera in Two Acts*. New York: Wm. A. Pond & Co., n.d., ca. 1870s.
- Hopkins, Arthur. *Moonshine*. New York: Samuel French, 1921.
- Kaufmann, George S., and Marc Connelly. *Merton of the Movies*. New York: Samuel French, Inc., 1925.
- Kavanaugh, Katherine. *It Happened in Hollywood*. Chicago: The Dramatic Publishing Co., 1929.
- Lord, Daniel A., S.J. Foreword to *A Catalogue and Review of Plays for Amateurs*. Ed. by Cecilia M. Young. Chicago: Loyola University Press, 1924.
- Morrison, Anne, and Patterson McNutt. *Pigs: A Comedy in Three Acts*. New York: Samuel French, Inc., 1924.
- Samuel French & Son. *Descriptive Catalogue of Plays and Dramatic Works*. New York: Samuel French & Son, n.d., ca. 1872-78.
- Samuel French, Inc. *French's Catalogue of Plays*. New York: Samuel French, Inc., n.d., ca. 1924.

- . *French's Catalogue of Plays*. New York: Samuel French, Inc., 1927.
- . *French's International Descriptive Catalogue of Plays and Dramatic Works*. New York: Samuel French, Inc., 1910.
- . *The Samuel French Basic Catalogue of Plays*. New York: Samuel French, Inc., 1953.
- . Company Website. Accessed November 6, 2012.
<http://www.samuel french.com/p/2920/merton-of-the-movies>.
- Sisters of Mercy. *The Grand Baby Show*. Boston: Walter H. Baker & Co., 1896.
- Stratton, Clarence. *Producing in Little Theaters*. New York: Henry Holt and Co., 1921.
- Townsend, Charles. *Amateur Theatricals: A Practical Guide for Amateur Actors*. New York: Harold Roorbach, 1890.
- Tremayne, W. A. *The Man Who Went: A Play in Four Acts*. Boston: Walter H. Baker Co., 1918.
- T.S. Denison & Co. *Denison's Descriptive Catalogue of Amateur and Standard Plays*. Chicago: T.S. Denison & Co., 1917.
- . *Denison's Descriptive Catalogue of Amateur and Standard Plays*. Chicago: T.S. Denison & Co., 1921.
- . *Denison's Descriptive Catalogue of Popular and Standard Plays*. Chicago: T.S. Denison & Co., 1922.
- . *Denison's Descriptive Catalogue of Popular and Standard Plays*. Chicago, Illinois: T.S. Denison & Co., 1925.
- . *Denison's Plays Catalog*. Minneapolis, MN: T.S. Denison & Co., 1952.
- Vane, Sutton. *Outward Bound*. New York: Boni and Liveright, 1924.
- Vane, Sutton. *Outward Bound*. London: Samuel French, Ltd., 1934.
- Walter H. Baker Co. *Baker's Drama-Gram*, Vol. VI, No. 3. Boston: Walter H. Baker Co., 1929.
- . *A Catalogue of Baker's Plays*. Boston: Walter H. Baker Co., 1926.
- . *A Catalogue of Baker's Plays and Entertainments*. Boston: Walter H. Baker Co., 1922.
- . *A Catalogue of Baker's Plays and Entertainments*. Boston: Walter H. Baker Co., 1923.
- . *Catalogue of Plays for Use in Amateur Theatricals*. Boston: Walter H. Baker & Co., 1909.

---. *An Illustrated Catalogue of the Plays of George M. Baker*. Boston: Walter H. Baker & Co., n.d., ca. 1897.

Western News Company. *Descriptive List of Standard and Amateur Plays*. Chicago: Western News Company, n.d., ca. 1880s.

Whisler, Jack. *Tommy's Brides: A Comedy in Three Acts*. Boston: Walter H. Baker Co., 1925.

LEGAL STATUTES

An Act to Amend and Consolidate the Acts Respecting Copyright. *Statutes at Large XXXV* (1909), 1075.

Act Supplemental to an Act Entitled 'An Act to Amend the Several Acts Respecting Copyright,' Approved February Third, Eighteen Hundred and Thirty-One. *Statutes at Large XI* (1856), 138-39.

Act to Amend Title Sixty, Chapter Three, of the Revised Statutes, Relating to Copyrights. *Statutes at Large XXIX* (1897), 481.

Act to Revise, Consolidate, and Amend the Statutes Relating to Patents and Copyrights. *Statutes at Large XVIII* (1870), 78-79

Act to Amend the Law Relating to Patents, Trademarks, and Copyrights. *Statutes at Large XVIII* (1874), 335.

International Copyright Act. *Statutes at Large XXVI* (1891), 1106.

Act for the Encouragement of Learning, by Securing the Copies of Maps, Charts, and Books, to the Authors and Proprietors of Such Copies, During the Times Therein Mentioned. *Statutes at Large I* (1790), 124-26.

Act to Amend the Several Acts Respecting Copyrights. *Statutes at Large IV* (1831), 436-439.

SECONDARY SOURCES

Auburn, Mark S. "On Dating Samuel French Acting Texts: A Note." *Theatre Studies* 20 (1973-74): 57-58.

Benjamin, Walter. *Illuminations*. Edited by Hannah Arendt. Translated by Harry Zohn. New York: Schocken Books, 1968.

Bernheim, Alfred L. *The Business of the Theatre*. New York: Actors' Equity Association, 1932.

- Bettig, Ronald V. *Copyrighting Culture*. Boulder, Colorado: Westview Press, 1996.
- Blackstone, Sarah J. "Alexander Byers: Play Pirate Extraordinaire." *Theatre History Studies* 14 (June 1994): 107.
- Bogard, Morris Ray. "The Drama League of America: A History and Critical Analysis of Its Activities and Achievements." PhD diss., University of Illinois, 1962.
- Bourdieu, Pierre. *Distinction: A Social Critique of the Judgement of Taste*. Translated by Richard Nice. Cambridge, MA: Harvard University Press, 1984.
- . *The Field of Cultural Production*. Edited by Randal Johnson. New York: Columbia University Press, 1993.
- Bowker, R.R. "The Nature and Origin of Copyright." *The Question of Copyright*. Edited by George Haven Putnam. New York: G.P. Putnam's Sons, 1896.
- Bryan, George B. *American Theatrical Regulation 1607-1900: Conspectus and Texts*. Metuchen, NJ: The Scarecrow Press, 1993.
- Butsch, Richard. *The Making of American Audiences: From Stage to Television, 1750-1990*. Cambridge: Cambridge University Press, 2000.
- Byrne, Kevin. "The Circulation of Blackface: Nostalgia and Tradition in US Minstrel Performance of the Early 1920s." PhD diss., The Graduate Center, City University of New York, 2010.
- Campbell, Paul. "The Footlight Club at 125 Years." Jamaica Plain Historical Society Website, <http://www.jpshs.org/victorian/the-footlight-club-at-125-years.html> (accessed 8 November 2012).
- Clark, Barrett H., ed. *America's Lost Plays*. 20 vols. Princeton, NJ: Princeton University Press, 1940.
- . *An Hour of American Drama*. Philadelphia: J. B. Lippincott Co., 1930.
- . *A Study of the Modern Drama*. New York: D. Appleton and Company, 1925.
- . *Eugene O'Neill*. New York: Robert M. McBride & Co., 1926.
- Collins, Thomas P. *Stage-Struck Settlers in the Sun-Kissed Land: The Amateur Theatre in Territorial Prescott, 1868-1903*. Tucson, AZ: Wheatmark, 2007.
- Community Theater Green Room, The. "Public Domain Question." *Community Theater Green Room Discussion Board*,

- http://www.communitytheater.org/forum/forum_posts.asp?TID=4501 (accessed 5 March 2013).
- Curley, Eileen Moira. "Beyond the Pocket Doors: Amateur Theatricals in Nineteenth-Century New York City." PhD. diss., Indiana University, 2006.
- De Goveia, *The Community Playhouse: A Manual on Its Organization and Maintenance*. New York: B.W. Huebsch, 1923.
- Depew, Chauncey M., ed. *1795-1895: One Hundred Years of American Commerce, Vol. 1*. New York: D.O. Haynes & Co., 1895.
- Dramatists Guild of the Author's League of America. "Minimum Basic Agreement." *The Author's League Bulletin* (April 1926): 19-26.
- Ewen, Stuart, and Elizabeth Ewen. *Channels of Desire: Mass Images and the Shaping of American Consciousness*. New York: McGraw-Hill, 1982.
- Friedman, Walter A. *Birth of a Salesman: The Transformation of Selling in America*. Cambridge, MA: Harvard University Press, 2004.
- Genette, Gerard. *Paratexts: Thresholds of Interpretation*. Translated by Jane E. Lewin. Cambridge: Cambridge University Press, 1997.
- Gerland, Oliver. "From Playhouse to P2P Network: The History and Theory of Performance under Copyright Law in the United States." *Theatre Journal* 59, no. 1 (March 2007): 75-95.
- Green, Jonathon. *Cassell's Dictionary of Slang*. 2nd Ed. London: Weidenfeld & Nicholson, 2005.
- Harper, John W. "American Publishing." In *1795-1895: One Hundred Years of American Commerce, Vol. 1*, edited by Chauncey M. Depew, 308-13. New York: D.O. Haynes & Co., 1895.
- Horowitz, Daniel. *The Morality of Spending: Attitudes toward the Consumer Society in America, 1875-1940*. Baltimore: The Johns Hopkins University Press, 1985.
- Ilusorio, Angela. "The Footlight Club; Its Dramatic and Social History." *The Local Community in Modern Urban History* (1989), 1-20.
- Johnson, Gertrude E. *Choosing a Play*. New York: The Century Co., 1920.
- Kent, Tom. *The Peoria Players Theatre 1919-1979: Book 1, The First Ten Years*. Peoria, IL: The Peoria Players, n.d., circa 1979.

- Lehmann-Haupt, Helmut, Lawrence C. Wroth and Rollo G. Silver. *The Book in America: A History of the Making and Selling of Books in the United States*. New York: R.R. Bowker Co., 1952.
- Leonard, John William, ed. *Women's Who's Who of America: 1914-1915*. New York: The American Commonwealth Company, 1914.
- Lessig, Lawrence. *Free Culture: The Nature and Future of Creativity*. New York: Penguin Books, 2004.
- Levine, Lawrence W. *Highbrow/Lowbrow: The Emergence of Cultural Hierarchy in America*. Cambridge, Harvard University Press, 1988.
- Library of Congress. *Catalogue of Copyright Entries, Part 1*. Vol. 11, issue 2. Washington, D.C.: Library of Congress Copyright Office, 1914.
- Litman, Jessica. "The Invention of Common Law Play Right." *Berkeley Technological Law Journal* 25 (2010): 1381-1426.
- Londré, Felicia Hardison, and Daniel J. Watermeier. *The History of North American Theater: The United States, Canada, and Mexico: From Pre-Columbian Times to the Present*. New York: The Continuum International Publishing Group, Inc., 2000.
- Lynd, Robert S., and Helen Merrell Lynd. *Middletown*. New York: Harcourt, Brace & World, Inc., 1956.
- MacGowan, Kenneth. *Footlights Across America*. New York: Harcourt, Brace & Co., 1929.
- Matthews, Brander. "French Plays for American Amateurs." *Scribner's Monthly* 15 (1878): 131-34.
- . "On the Publishing of Plays." *The North American Review* 182, no. 592 (March 1906): 414-25.
- McCleery, Albert and Carl Glick. *Curtains Going Up*. New York: Pitman Publishing Corp., 1939.
- McGillivray, Glen. "King/Cate: Stardom, Aura, and the Stage Figure in the Sydney Theatre Company's Production of *Richard II*." *TDR: The Drama Review* 54, no. 3 (Fall 2010): 158-63.
- Middleton, George. *The Dramatists Guild: What it is and Does...How it Happened and Why...*. New York: The Dramatists Guild of the Authors League of America, 1959.
- Mieszkowski, Jan. "Art Forms." In *The Cambridge Companion to Walter Benjamin*. Edited by David S. Ferris. Cambridge: Cambridge University Press, 2004.

- Music Theatre International. *MTI Showspace*. <http://www.mtishowspace.com/> (accessed 23 February 2012).
- Norris, James D. *Advertising and the Transformation of American Society, 1865-1920*. New York: Greenwood Press, 1990.
- OED Online*. s.v. "amateur." <http://www.oed.com/view/Entry/6041> (accessed 10 October 2012).
- OED Online*. s.v. "to own." <http://www.oed.com/view/Entry/135513> (accessed 1 February 2013).
- Poggi, Jack. *Theatre in America: The Impact of Economic Forces 1870-1967*. Ithaca, New York: Cornell University Press, 1968.
- Putnam, George Haven. *The Question of Copyright: Comprising the Text of the Copyright Law of the United States, a Summary of the Copyright Laws at Present in Force in the Chief Countries of the World*. New York: G. P. Putman's Sons, 1896.
- Rogers, James Edward. *Report of the Recreation Conditions and Problems of Peoria, with Recommendations and Suggested System*. Peoria, IL: Peoria Association of Commerce, 1916.
- Sampson, Murdock & Co. *The Boston Almanac and Business Directory*. Vol. 54. Boston: Sampson, Murdock & Co., 1889.
- Sampson, Murdock & Co. *The Boston Almanac and Business Directory*. Vol. 59. Boston: Sampson, Murdock & Co., 1894.
- Samuel French, Ltd. *French's: The House for Plays*. London: Samuel French, Ltd., 1937.
- Samuel French, Ltd. *Truly Yours: One Hundred and Fifty Years of Play Publishing & Service to the Theatre*. London: Samuel French, Ltd., 1980.
- Savran, David. *Highbrow/Lowdown: Theater, Jazz, and the Making of the New Middle Class*. Ann Arbor: University of Michigan Press, 2009.
- Schlereth, Thomas J. *Victorian America: Transformations in Everyday Life 1876-1915*. New York: Harper Collins, 1991.
- Shaw, George Bernard. "Playwrights and Amateurs." in *Shaw on Theatre*, edited by E. J. West, 230-33. New York: Hill and Wang, 1958.
- Stein, Allen F. *Cornelius Mathews*. New York: Twayne Publishers, Inc., 1974.

- Stoddard, Roger E. and Hope P. Litchfield. "A.D. Ames, First Dramatic Publisher in the West. With a Guide to the Publications of A.D. Ames and Ames' Publishing Co. of Clyde, Ohio, 1870-1917." *Books at Brown* 21 (1967): 94-156.
- U.S. Government. "Study #30: Duration of Copyright." In *Copyright Law Revision*. Washington, D.C., US Government, 1961: 77-78.
- U.S. Bureau of the Census. *Census of Population and Housing, 1930*.
<http://www.census.gov/prod/www/abs/decennial/1930.html> (accessed 12 November 2012).
- Vaidhyathan, Siva. *Copyrights and Copywrongs: The Rise of Intellectual Property and How It Threatens Creativity*. New York: New York University Press, 2001.
- Valenzi, Shane D. "A Rollicking Band of Pirates: Licensing the Exclusive Right of Public Performance in the Theatre Industry." *Vanderbilt Journal of Entertainment and Technology Law* 14 (Spring 2012): 759-95.
- Walsh, Thomas James. "Playwrights and Power: A History of the Dramatists Guild." PhD. diss., University of Texas at Austin, 1996.
- Weitzenkamp, Mark Philip. "The Influence of Barrett H. Clark on American Theatre." PhD diss., University of Washington, 2003.
- Younge, Helen Wallace. "On Stage and Off with The Peoria Players: A History in Two Periods (1919-33 and 1934-47)." M. A. Thesis, Bradley University, 1951.

NEWSPAPER AND MAGAZINE ARTICLES

- Armstrong, Louise Van Voorhis. "Letter to the Editor." *The Drama*, July 1923.
- "Blow at the Play Pirates: Why *Charley's Aunt* Was Not Presented in Akron, Ohio, A." *The New York Times*, Dec. 3, 1894.
- "Chat with Mr. Samuel French, A." *The Sketch*, June 19, 1895.
- "Copyright Act Welcomed: Dramatists and Managers Give a Dinner to Those Who Worked for Its Passage." *The New York Times*, March 21, 1897.
- Calta, Louis. "Amateur Rights Help Dramatists." *The New York Times*, January 31, 1964.
- Dickinson, Thomas H. "The Case of American Drama." *The Drama*, November 1911.
- Eaton, Walter Prichard. "Letter to the Editor." *The Drama*, January 1923.

Edwards, T. R. "The Evolution of Play Publishing." *The Drama*, March 1925.

Elliott, S. B. "The Drama League of America." *The Drama*, February 1911.

"Europe Turns to America for Vital Drama." *Times-Star*, May 29, 1925.

"Famous Case Decided, A." *The New York Dramatic Mirror*, December 3, 1898.

Feron, James. "'Charley's Aunt's' a Free Woman Now—Almost." *The New York Times*, February 7, 1965.

"From Regnitzlosau to Chicago," *The Voter*, April 1915.

Hiestand, Sarah Willard. "Letter to the Editor." *The Drama*, December 1922.

"How Foreign Plays Find a Market." *The New York Times*, September 30, 1878.

"More Amateur Dramatics Today Than Ever Before: Clubs, Schools and Individuals." *New York Times*, December 14, 1924.

"Mr. French Returns." *The New York Dramatic Mirror*, February 7, 1891.

"Mr. French, Sr., Here." *The New York Dramatic Mirror*, February 21, 1891.

"Music and Drama," *Chicago Daily Tribune*, April 12, 1890.

"Pioneer Dies: Mrs. Parker, Resident Here 79 Years, Dies." *Aurora Beacon News*, April 2, 1943.

"Play Piracy Doomed." *The Arkansas Democrat*, February 10, 1898.

"Play Pirate Fined \$500." *The New York Times*, April 19, 1913.

"Play Shop: The Only Business of Its Kind in the World, The." *The Penny Pictorial Magazine*, January 19, 1901.

"Presentation of Play in Aurora Brings About Test." *Aurora Daily News*, March 30, 1911.

"Raid Play Concern on Piracy Charge." *The New York Times*, March 30, 1911.

Riley, Alice C. D. "Letter to the Editor." *The Drama*, March 1923.

Walter H. Baker Company. "Letter to the Editor." *The Drama*, February 1923.