

# AGMA

Official Organ of the AMERICAN GUILD OF MUSICAL ARTISTS, INC.  
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Branch of the ASSOCIATED ACTORS AND ARTISTES OF AMERICA

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*Hollywood Office:*  
ERNEST CHARLES, Asst. Exec. Secy.  
6331 Hollywood Boulevard

*San Francisco:*  
VIC CONNORS—THEODORH HALE  
220 Bush Street

*Chicago:*  
LEO CURLEY  
162 East Ohio Street

*Philadelphia:*  
EDMUND J. IRVINE  
281 Sanford Road, Upper Darby, Pa.

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## GUILD TALK

IN THIS issue is reported the signing of agreements between AGMA and NBC Artists Service and Columbia Concerts Corporation, the two largest managers of musical artists in this country. The contracts are the full and final symbol of the new order which began in American musical life with the formation of AGMA and the beginning of its activities—a new order in which careful planning, group action and collective security have taken the place of the disorder, the chaotic absence of standards and the complete helplessness of the individual artist to improve his own condition or that of his profession, which had existed before the appearance of AGMA.

The signing of these contracts, with the substantial benefits they bring to the artists under the management of the two chains, is, probably, the most important single achievement

of AGMA thus far in its existence. The establishment of the authority of an Artists' union in regulating the activities of and the policies pursued in the concert management business has implications of the gravest importance, not only for the artists directly managed by the two chains, but for all musical artists. Our most important problem has been overcome and no time will now be lost in rounding out AGMA's program and in establishing the Artists' authority in every phase of the field in which AGMA members pursue their professional careers.

Our gratitude is owing to our affiliates in the Four A's, to the Four A's itself, and to the executives of all of these organizations for their help in bringing the managerial negotiations to a satisfactory conclusion; it is owing most of

*(Continued on Page Twelve)*

# CONTRACTS SIGNED WITH COLUMBIA CONCERTS CORPORATION-COMMUNITY *and* NBC ARTISTS SERVICE-CIVIC

ON MARCH 29th, after more than six months of negotiation, during which four special meetings of the AGMA membership were held, and after innumerable meetings between the negotiators for the managers and the negotiators for AGMA, contracts were signed between AGMA and Columbia Broadcasting System's Columbia Concerts Corporation (including Community Concerts System) and National Broadcasting Company's NBC Artists Service (including Civic Concerts Service). The contract is for five years, ending on June 30, 1944.

The essential part of the "seventeen points" presented originally by AGMA to the managements is contained in the contracts; there are many concessions and changes, of course, and many new problems were considered and provided for which had not been anticipated by either group at the beginning of the negotiations.

The contracts in their final form represent the full extent of the agreements it was possible to reach at this time. Many substantial advantages are secured for the artists under the management of the chains, both from a monetary point of view, in the sharp reduction of commissions provided for, and from the point of view of the artists' general contractual status, in the provisions which are contained regarding the artists' right of cancellation, the obligations of the managers to the artist, etc. The contracts solve all of the artists' major problems, some outrightly and some by concession. Most important of all, a relationship has been established and AGMA's authority has been made secure, so that in the next few years it should be possible to adjust every question that may arise or that may still remain to the mutual satisfaction of AGMA and of the managers.

Every member should familiarize himself with the salient points of the agreements as set forth on the opposite page.

In several cases the contracts provide that the artist must give written notice to the managers in order to obtain the full benefit of the terms secured, and it is important that no member should fail to protect himself in these matters.

The Negotiating Committee which, after long months of hard work, succeeded in reaching these terms of agreement, deserves the most heartfelt thanks and congratulations of every member. The Committee members are

FRANK CHAPMAN  
EZIO PINZA  
LAWRENCE TIBBETT  
LEO FISCHER  
HENRY JAFFE

Throughout the negotiations the Screen Actors Guild has given generously its organizational support and financial assistance. SAG's action, in refusing to consider the applications of NBC or CBS for a license to operate in the motion picture industry until the chains had come to a satisfactory agreement with AGMA in connection with their concert activities, was one of the most valuable aids which could

have been received and did much to bring about the final result. SAG's generosity in relieving AGMA, at a time of financial stress, of our \$5,000 loan to AFRA was of invaluable help.

The Screen Actors Guild's chief counsel, Laurence W. Beilenson, who is also AGMA's West Coast counsel, was in constant communication throughout the negotiations with Henry Jaffe, AGMA counsel and Leo Fischer, Executive Secretary.

During the last—the most crucial—month of the negotiations, Mr. Beilenson flew to New York on Screen Guild business and took part in several of the most important of the negotiation meetings.

AGMA's thanks must go, also, to all of our Four A's affiliates which gave us support and encouragement, and especially to the Four A's itself and its President, Mr. Frank Gillmore, whose advice to AGMA's executives and to the membership at several of the Special Meetings called at the Hotel Plaza was of inestimable value.

The members will probably be interested to know why it was decided to relinquish the 18% basic commission on straight concerts which was agreed upon with NBC, as reported in the last issue, in favor of the 20% provided in the contracts for all artists whose gross income is above \$7,500 annually.

This point has been the substance of all of the negotiations of the past two months. Although NBC was satisfied to reduce its commission to 18%, Columbia Concerts Corporation claimed that, because of certain expenses of internal operation to which it was committed by contract, its profit would be too greatly reduced if it were to operate on an 18% commission.

After several weeks of fruitless negotiation, Mr. Mark Woods, Executive Vice President of the National Broadcasting Company, appeared at a meeting of the AGMA Board and advised the Board, for the sake of harmony within the profession and in order to avoid the serious injury to everyone in which a long protracted controversy would result, to accept the 20% commission provision, with the exception of commission paid by artists earning below \$7,500 per year, and with the further provision that the question of further reduction of commissions should be submitted to arbitration at the end of two years, in April 1941. This AGMA agreed to do.

During the long negotiations, the managers have had ample opportunity to know AGMA's leaders—artists, executives and legal counsels—and to grow to respect their integrity, their ability and their reasonable and cooperative approach to the problems of Music.

Besides the tangible benefits contained in the contracts, another and much more valuable gain has been the growth of this mutual respect and understanding which will be productive of more and greater benefits in the future.

# HIGHLIGHTS OF THE NBC-CBS CONTRACT

THE summary of the provisions of the contract set forth here is, necessarily, limited to general description of the most important terms.

A meeting of the artists under contract to NBC and Columbia was held on Friday, April 7th at which time fully conformed copies of the contracts were furnished them and a detailed and extensive explanation of their provisions was given by the Executive Secretary and Counsel together with instructions regarding the necessary procedure for the giving of written notice to the managements, in the form prescribed by the Board of Governors, in connection with the artists' requests for modification of their present contracts, the cancellation of their contracts, or the establishment of the fact of their AGMA membership.

Full copies of the contract are available upon request to all AGMA members who are interested in studying them.

Every AGMA member should at least be familiar with the highlights of the contracts as set forth as follows:

1. **TERM**—The contract is for five years and expires on June 30th, 1944. It is provided that the contract is to be reopened each year, beginning in 1941, for modification, subject to mutual agreement, and that the questions of the amount of commission charged by the managers and the amounts of the differentials deducted on Civic and Community dates may be submitted each year to arbitration.

2. **ALL CONTRACTS IN WRITING**—It is provided that all contracts between managers and artists shall be in writing and that present oral contracts will be reduced to writing at the request of the artists. The Board will enact rules requiring the artists to request that all present oral contracts to be reduced to writing and requiring the filing of one copy of each artist's contract at the AGMA office.

3. **ADVISORY COMMITTEES**—It is provided that two permanent advisory committees shall be established to assist in the maintenance of harmonious relationships between artists and their managers and to act as conciliation committees with respect to disputes. Among the functions of these committees will be the making of recommendations endeavoring to establish standard contract clauses for the purpose of simplifying and regularizing the relationships between artists and their managers. The committee shall consist, in each case, of two representatives of the managements and two representatives of AGMA (one of which shall be, in each case, under management to Columbia or NBC respectively).

#### 4. MINIMUM CONDITIONS.

I. In connection with the minimum terms set forth in the agreement it is provided that all present artist-manager contracts will be modified, upon the request of the artist, to give the artist the benefit of these terms. The contracts of all artists who become AGMA members henceforward, shall likewise be modified upon their request.

II. It is provided, however, that no obligation whatsoever is imposed upon the managements to give the benefit of the terms of the contracts to artists who are not AGMA members.

#### III. MINIMUM TERMS.

A. **Minimum Fees**—In each artist-management contract a minimum fee shall be stated at which the artist may be booked for straight concerts and Community-Civic concerts respectively. The artist may

not be booked at a lower fee without his consent but if the artist accepts without the management's knowledge or without its advice an engagement at a fee lower than the minimum fee set forth in his contract, the management may adopt such lower fee thenceforward as the artist's minimum fee.

B. **Termination Because of Insufficient Bookings**.—An artist may cancel his management contract if in any twelve consecutive months of his management he does not receive gross earnings equal either (1) to ten times his minimum concert fee, or (2) to 65% of his gross earnings for the previous year, whichever of the two alternatives is higher.

C. **Maximum Commission Rates**.—The maximum commission rates which may be charged by any manager are as follows:

Concerts other than Civic or Community . . . . .	20%
Civic and Community Concerts . . . . .	15%
Guest Radio . . . . .	15%
Series of Radio Engagements (series of more than three programs for one sponsor within one year) . . . . .	10%
Operatic Engagements . . . . .	10%

Artists whose regular fee for straight concerts (other than Civic or Community) is \$750.00 or less and whose gross earnings during any year aggregate \$7,500.00 or less shall pay only 18% on straight concerts and if a higher commission has been collected an appropriate rebate will be made.

D. **Limitation of Artists' Traveling Expenses**—In the case of single engagements booked without special consent of the artist, which are to be performed more than seven days before and more than seven days after the next preceding and the next succeeding engagement, and which require the artist to travel more than 250 miles from New York or from his place of residence, the railroad fare for the mileage in excess of 250 miles for the artist and his accompanist shall be deducted from the fee of such artist before the management's commission is computed.

E. **Booking Expenses Borne by Management**—Normal booking expenses (stamps, telegrams, telephone calls, stenographic services) shall be borne by the management and normal promotional expenses (photographs, trade paper advertising, printed material) shall be borne by the artist.

F. **No Assignment of Contracts**—The management may not assign its management contracts with artists to other parties without the written consent of the artist.

G. **Personal Management Service of Individuals and Cancellation Because of the Termination Thereof**—If the artist-management contract provides that any particular individual or individuals are to do the business of the artist and such individual or individuals leave the management, become incapacitated, or fail or neglect to do the artist's business, the artist may, pursuant to certain specified procedure and on special notice, cancel his contract with the management. It is also provided that if the management expands its list of artists to the extent that any artist feels that the management is no longer capable of rendering proper service to him, he may apply for arbitration for the cancellation of his contract.

H. **Regular Statements of Service by the Management**—The management is required to submit, upon the artist's written request, at reasonable intervals not less than 90 days apart, a statement containing (1) a detailed list of all written inquiries regarding the artist's services, and (2) a general report of all activities of the management on the artist's behalf.

(Continued on Page Eleven)

# CHORUS NEWS

## CHORUS SCHOOL IN NEW YORK

*Rehearsal Sessions and Classes for New Repertoire Begun—Beginners Class  
Designed to Create Reserve Group*

THAT New York is not necessarily the leader in all things has once again been demonstrated in the opening of the New York AGMA Chorus School, fully a year after the beginning of a similar rehearsal group in Los Angeles and at least three years behind the Philadelphia group.

One section of the New York membership had, of course, been carrying on classes, independently of AGMA, for several years under the direction of Albert Deichler. This system, however, while it resulted in undeniable benefits to those choristers studying with the group, had also the unfortunate effect of splitting the New York membership in two and made any uniformity in the repertoire and technique of the whole group impossible.

In an effort to overcome this condition, to bring the New York membership together in one strong unit, and, by a period of intensive training to perfect and enlarge the repertoire of all, the Board passed a ruling setting a group of between forty and fifty operas as the required repertoire of every AGMA chorus member and providing that all applicants for membership, and all present chorus members of AGMA, must join the AGMA Chorus School for the study of these operas.

Since branches of the School were already established in Los Angeles and Philadelphia it was necessary only to call the New York members together in a meeting and set the date for the beginning of rehearsals for the entire group.

The Board has engaged Angelo Canarutto as director of the school with Michael Lepore as his assistant. Classes have begun for the

membership group two nights each week and plans are under way to hold special classes on a third night each week for a beginner's group to which qualified young vocal material will be admitted upon audition.

At the first meeting of the New York chorus membership, held March 3rd, the New York Chorus Committee was elected, consisting of

FRANK RYAN, *Chairman*  
ALBERT DEICHLER  
JULIA LAMBERT  
ALEXANDER LOSITO  
ZELDA ROSENFELD  
and, as alternates,  
ROSINA E. D'AMATO  
ELISA DeVALOIS

The persons elected were subsequently appointed by the Board, and the Committee will serve at the Board's pleasure. Additional members may be appointed to the Committee by the Board to represent the choristers who were out of town with the San Carlo Opera Co. at the time of the election.

The Committee will cooperate in the administration of chorus matters, advising the executives on chorus problems and making recommendations to the Board for action deemed necessary for the good of the chorus membership.

## PHILADELPHIA

*Chorus Rehearsals Go On Regularly . . . Beginners' Class  
Supplies Steady Stream of New Material for Chorus  
Membership . . . La Scala Season Closes . . . Philadelphia  
Opera Company Granted Exemption . . . Plans for Summer  
Opera Activity*

THE Philadelphia Chorus membership has carried on its regular schedule of weekly rehearsals throughout a busy season during the past winter. The rehearsals, under the direction of Vernon Hammond, have brought about a substantial enlargement of the repertoire of the group.

A special beginner's class has been organized to which promising young vocal material is admitted, upon audition, for the study of the opera repertoire. These students, after they have acquired sufficient grounding to qualify them for professional work are admitted to the AGMA membership and placed in performances wherever an opportunity arises.

The Philadelphia Chorus has taken part in every performance of the season, recently concluded, of the Philadelphia La Scala Opera Company at the Academy of Music. In addition, besides the considerable number of Philadelphia members who were chosen to go on tour with the San Carlo Opera Company, several Philadelphia members have found steady employment in the week-end performances in New York, at the New York Hippodrome, the Brooklyn Academy of Music, and in the performances given by the Creatore Opera Company.

A new group, the Philadelphia Opera Company, presented two performances during the past season at the Academy. In connection with the second performance, in which Puccini's trilogy "Il Tobarro", "Suor Angelica" and "Gianni Schicci" was presented for the first time in several years, the company applied to the Philadelphia Chorus Committee for permission to use six members of the company who were engaged as soloists in a short chorus sequence in "Suor Angelica." This permission was granted with the understanding that there could be no further modification of the AGMA rule requiring the employment of professional choristers for all opera performances.

The beginning of the summer season promises further work in the next few months.

There have been reports that the regular opera season at the Robin Hood Dell may be curtailed this summer. This would be extremely regrettable, and it is to be hoped that the absence of any official announcement is an indication that the season will go on as in previous years.

## SAN FRANCISCO

*New Chorus Employment-Contracts Being Drawn Up . . .  
Weekly Payment Throughout Full Season of Rehearsals  
and Performances Discussed*

THE San Francisco Chorus membership, through its Local AGMA Secretary, Vic Connors, its attorney, Theodore Hale, and the San Francisco Chorus Executive Committee is carrying on a series of discussions with the management of the San Francisco Opera Company regarding various details of the employment conditions under which the chorus will be engaged for the opera season next fall.

A new printed form of AGMA employment contract is being worked out which will embody all of the terms of the agreement between AGMA and the Opera Association which apply to choristers as well as several additional points which have been agreed upon since the contract was signed.

A plan is under consideration by which the choristers may receive the total amount of compensation guaranteed them by the agreement in equal weekly installments throughout the period of rehearsals and performances. In the past the chorus has received a lower rate of pay during the pre-season rehearsals and have been paid the greater portion of their money during the last weeks of their employment when the performances were in progress.

It is felt that this new plan may instill a greater feeling of security and solidarity in the chorus and at the same time make the choristers' income throughout the year more regular.

Full details of the final plan will be reported in the Magazine as soon as a decision has been made.

# THE BALLET

*Corps de Ballet of Metropolitan, Chicago and San Francisco Draw Up Schedules of Minimum Pay and Conditions of Employment . . . Mordkin Ballet, Ballet Caravan and Other Concert Groups in Negotiation with AGMA on Similar Schedules*

**D**URING the past several months the ballet dancers under AGMA's jurisdiction have organized themselves into an articulate group and have set machinery in motion to secure for themselves fair standards of pay and fair conditions of employment under AGMA's protection.

AGMA's ballet activity began, in actuality, two years ago when, in connection with the contracts then being made for the artists in the Popular-Price Opera Companies, the pay of the ballet dancers in those companies was raised from what had been, in some cases, an irregular and improbable \$2 a performance, to from \$5 to \$10 per performance and from \$30 to \$40 per week. At that time conditions in the dance field, and especially in the field of concert and recital dancing, were so chaotic that no attempt was made to bring about organization on a large scale.

Since that time, however, thanks to the activity of the American Dance Association, a cultural organization of dancers which has, as part of its program, a campaign of active cooperation in the unionization of all types of dance work, conditions have changed to the extent that AGMA is now going forward with an extensive plan to bring about the establishment of Guild conditions in all dance work under its jurisdiction.

With the cooperation of the American Dance Association,

the members of the Metropolitan Opera Ballet and of the Mordkin Ballet have joined AGMA.

The Metropolitan Ballet Committee has completed its schedule of Minimum Conditions and turned the matter into the hands of the AGMA Metropolitan Negotiating Committee which will meet with the Metropolitan within the next few weeks to discuss the signing of a new agreement with the Metropolitan for next season.

The Mordkin Ballet Committee has similarly drawn up a schedule and discussions are now going forward with the management, Advanced Arts Ballets, Inc.

Minimum terms of compensation and conditions of employment will also be worked out with the Chicago and San Francisco opera companies for next season.

In Hollywood, the West Coast AGMA Ballet Committee has for over a year been working closely with the West Coast Executive Committee and several advantageous contracts have been made with employers which have raised the general conditions for dancers on the Coast to a considerable degree.

An account of AGMA's current activities on behalf of dancers and a general survey of the field, written by L. T. Carr, will be published in the April issue of "Dance" magazine.

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## PROPOSED BUREAU OF FINE ARTS

*Dr. Damrosch Writes in Favor of Bill He Helped to Draft . . . Offered as Opposition Measure to Last Year's Coffee-Pepper and Sirovich Bills Which Have Been Reintroduced*

**I**N A pamphlet issued recently, addressed "To the Friends of the Arts," Dr. Walter Damrosch appeals for support for a Bill to establish a "Federal Bureau of Fine Arts."

The Bill, which Dr. Damrosch explains was drawn up with the advice of a number of outstanding Artists active in various fields, is designed as a substitute to the Coffee-Pepper and Sirovich Bills which were introduced in Congress in this session after they had failed of passage last year. In discussing these alternative proposals, Dr. Damrosch declares, "The primary purpose of these Bills was evidently not so much to foster the arts or aid the artists, but to gain labor union control over them and to make the WPA arts projects permanent."

Dr. Damrosch's Bill calls for the establishment of a bureau consisting of a Board of Trustees of eleven, appointed by the President, who shall elect a Secretary to administer the affairs of the Bureau at a salary of \$10,000 per year. Five departments are provided, for Music, Theatre and the Dance,

Literature, Graphic and Plastic Arts, and Architecture and Decoration, to consist each of a Director (at an annual salary of \$8,000) and a Secretary (at an annual salary of \$6,000) with such assistants and clerical workers as may become necessary.

No specific method is proposed by which this Bureau is to set about its task of "aiding the arts," but it is provided that the Bureau shall consider proposals to this end offered by outside sources and shall make surveys and compile statistics which might, presumably, bring the Bureau to the consideration of some plan of its own.

The Bill is careful to make a distinction between the proposed Bureau and the various Federal Arts Projects, and to provide that the two agencies shall never become one, except that the Federal Arts Projects are directed to make available to the Bureau such of their records as the Bureau may desire to aid it in carrying on its work.

The Bill's obvious antipathy to the Federal Arts Projects makes its passage by Congress unlikely.

# OPERA

(See also Pages Nine and Ten)

## METROPOLITAN NEGOTIATING COMMITTEE TO REOPEN NEGOTIATIONS WITH THE OPERA ASSOCIATION FOR CONTRACT COVERING NEXT SEASON

*New Terms for Artists and Ballet to Be Asked . . . "Steering Committee" of Metropolitan Artists to Aid Negotiators*

AT A recent meeting of the Board of Governors, the Metropolitan Negotiating Committee which secured AGMA's first contract with the "Met" last year, was instructed to meet with the Metropolitan Opera Association and negotiate a contract to take effect next season after the expiration of the present agreement on September 30th.

The Committee consists, as last year, of

LAWRENCE TIBBETT, <i>Chairman</i>	EZIO PINZA
RICHARD BONELLI	LEO FISCHER
LAURITZ MELCHIOR	HENRY JAFFE

The Board also instructed the Negotiating Committee to choose a Steering Committee of Metropolitan Artists to confer with it on the drafting of a schedule of minimum compensation and conditions of employment for the artists, and to discuss the problems of various groups in connection with contracts, compensation, commissions, etc.

The Metropolitan Ballet Committee has turned over to the Negotiating Committee its schedule of minimum-compensation and working-condition requirements.

## SAN CARLO COMPANY ENDS TOUR

THE San Carlo Opera Company brought its long 1938-39 tour to a close on April 2nd, when it returned to New York.

This year's tour has been, as usual, a fine success both artistically and financially, for this favorite of the American opera-public. In the glowing notices which have greeted the San Carlo appearances in the cities which it has visited, special mention has been made of the excellence of the AGMA chorus, new to the Company this year.

Since the San Carlo contract is the first one made by AGMA after the acquisition of its chorus jurisdiction, and the San Carlo chorus is the first chorus supplied by AGMA for a traveling company, the unusual success of the chorus is a source of great gratification and encouragement to AGMA.

The plans of the company's impresario, Fortune Gallo, for the summer season in New York have not yet been announced but it is to be hoped that the San Carlo artists may look forward to a season of full activity.

## SALMAGGI CLOSES AT THE HIPPODROME

THE Winter Season of the New York Hippodrome Opera Company, which has been presenting week-end performances of grand opera with encouraging regularity during the past seven years, came to a somewhat premature closing the

week-end of March 11th and 12th, with the presentation of "Cavalleria Rusticana"—"I Pagliacci" and "Aida."

The bad weather of the several previous week-ends had sharply cut down attendance at the Hippodrome and this, combined with other factors, placed the last several performances on a precarious footing.

Special consideration was extended to Mr. Salmaggi by the AGMA Board of Governors in connection with the repayment of sums owed to AGMA members for the performances at Jones' Beach and Randall's Island during the previous summer and a special schedule of minimum fees was formulated for a series of week-end performances as follows:

	One Per- formance	Two Per- formances in a Series by the Same Artist	Three Per- formances in a Series by the Same Artist
CLASS "A" ROLES . . .	\$40.00	\$75.00	\$105.00
CLASS "B" ROLES . . .	25.00	40.00	55.00
CLASS "C" ROLES . . .	15.00	25.00	35.00

Nevertheless, in spite of these concessions, it was necessary for the Company to discontinue its performances shortly afterward and the Hippodrome, at the time of present writing, remains dark.

Several reports have reached this office concerning the plans of various impresarios for presenting opera at the Hippodrome and there is even some possibility that Mr. Salmaggi himself, will open a Spring Season during the Easter Week.

Further developments will be reported in subsequent issues.

# CHICAGO OPERA SIGNS AGMA CONTRACT

*Covers Singers and Choristers . . . Ballet Terms to Be Set When Company's Plans Are Made*

THE Chicago City Opera Company, on March 15th, signed an agreement with AGMA embodying all of the minimum terms of employment for singers, stage directors and choristers employed by the company during its 1939-40 season. The contract is for one year, ending on January 31st, 1940.

Provisions covering the employment of ballet dancers were not included in the contract because the company had not decided on the details of its ballet plans for the season. As soon as a decision is made AGMA will negotiate further with the company to secure an extension of the agreement covering the dancers' employment.

The regulations covering the employment of choristers are identical with those under which the chorus was employed last season, except that it is provided that next season every chorister employed at the opera must be a member of AGMA. In previous seasons the Chicago Opera had dealt with the Grand Opera Choral Alliance, the union whose

A. F. of L. charter was revoked last May by the Four A's.

The chorus features of this contract represent a major achievement for AGMA in the rounding out of its chorus program.

The contract provides that all artists engaged by the company for next season must be employed on the standard AGMA employment contract and sets a weekly and a by-performance minimum of compensation.

The usual arbitration provision is made for the settlement of any controversies or claims which might arise out of the agreement between AGMA and the Company or between the Company and any artist.

The contract is the result of extended negotiations carried on during the past year by Leo Curley, AGMA's representative in Chicago, and between the Company and the AGMA officials in New York.

Leo Fischer, AGMA Executive Secretary, journeyed to Chicago to sign the agreement.

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## STEEL PIER GRAND OPERA COMPANY

JULES FALK, *Director*

### NOTICE

LAST YEAR, AGMA attempted to negotiate a contract with Jules Falk, Director of the Steel Pier Grand Opera Company at Atlantic City. Mr. Falk refused to negotiate with AGMA or to enter into a contract with it.

It is necessary for AGMA to bring pressure to bear upon Mr. Falk, since he apparently is not willing to negotiate on the same peaceful basis characterizing AGMA's relationships with other employers of its members.

A referendum ballot will shortly be sent to you for the purpose of determining whether or not the AGMA membership wishes to vote in favor of a resolution prohibiting AGMA members from working for or entering into contracts with Jules Falk and the Steel Pier Grand Opera Company. Pending this referendum ballot, the Board of Governors has, pursuant to the Constitution, passed the following resolution:

**"IT IS HEREBY RESOLVED THAT:**

*"1. A referendum ballot shall be sent to the active membership in good standing of AGMA to determine whether*

*or not the membership shall be prohibited from having business dealings with Jules Falk and/or the Steel Pier Grand Opera Company.*

*"2. Pending such referendum ballot, the membership of AGMA is prohibited from doing any act or making any contract which (if the referendum ballot results in a vote prohibiting the membership from dealing with Jules Falk and/or the Steel Pier Grand Opera Company), would make compliance with such prohibition impossible or illegal. In connection with the foregoing, all members of AGMA are prohibited from having any business relationships with, working for or making any contracts with Jules Falk and/or the Steel Pier Grand Opera Company.*

*"3. The prohibition contained in this resolution shall continue until you are notified by the Board of Governors to the contrary."*

Members are requested to communicate with the AGMA office immediately upon the receipt of any communication or offer of employment from Jules Falk and/or the Steel Pier Grand Opera Company.

# THE WEST COAST

By ERNEST CHARLES

THE rapid expansion of AGMA on the West Coast, the consideration of new problems in connection with the local Recital and Club Engagement field, the administration of the contracts with the Southern California Symphony Association, the San Francisco Opera Company and the several independent managers and producers in the area, and the usual routine internal problems of the organization have kept the West Coast office working at capacity speed during the past year.

AGMA's membership on the Coast has doubled during this period and in this we have held our own with the growth and expansion of the organization in other localities.

The new Executive Committee, elected last December, took over the work of last year's Committee (several of whose members were re-elected) in full stride and with the approach of the summer season all of AGMA's West Coast problems have either been disposed of already or are in the process of solution.

## *Southern California Symphony Association*

The one major exception to this optimistic picture is the situation, growing out of the Yehudi Menuhin affair of last Fall, which still remains unsettled between AGMA and the Southern California Symphony Association. No final agreement has been reached on the terms under which AGMA will resume the operation of its contract with the Association, and the Board rule prohibiting members from accepting engagements with the Association pending such settlement still remains in force. It is probable, however, that a final disposition of this troublesome case will be made shortly, since AGMA's counsels and executives on the West Coast and in the East are concentrating all their attention to this end.

## *San Francisco Opera*

By the time this issue of the AGMA Magazine is out, I will probably have returned from a short trip to San Francisco made for the purpose of settling some details of the employment contracts for the San Francisco Opera Chorus during the season next Fall. AGMA's work in San Francisco is in the very capable and experienced hands of Vic Connors, Executive Secretary of the San Francisco Local of AFRA, who is acting also as AGMA's representative in San Francisco and of Ted Hale, representative of Actors Equity Association and counsel for AFRA and AGMA in San Francisco.

## *Ballet and Chorus Committees*

The administration of chorus and ballet problems by the West Coast Chorus and Ballet Committees has worked out splendidly during this year and important advances have been made in the unification of the membership. The Chorus

and Ballet Committees jointly offered a recommendation to the West Coast Committee for some changes in the administrative setup of AGMA to permit a more elastic representation of the chorus and ballet memberships. Since the Executive Committee understands that the Board in New York is considering similar action on a national scale, these recommendations were passed on to the Board for their consideration.

## *Theatre Authority*

Theatre Authority, whose West Coast representative is I. B. Kornblum, has been functioning with an effectiveness that is nothing short of amazing considering the short time of its existence here. Not a single benefit takes place without an investigation and approval by Theatre Authority and the payment of the Theatre Authority percentage which is turned over to the various theatrical charities under the direction of the Four A's unions. Equity, AFA, and AGMA have been somewhat at a disadvantage in the distribution of their shares of these funds since, unlike SAG, they have no regularly established relief organization on the Coast and Motion Picture Relief Fund has found that it is impossible for it to administer relief to persons not in the motion picture industry. At a West Coast Theatre Authority meeting on March 25th, therefore, it was decided that a joint relief agency of AGMA, AFRA, and Equity should be set up on the Coast to administer the relief funds of these organizations. Further details of this plan will be reported to you at a later time.

## *AGMA's New Office*

The last item of news, and one that has great significance, concerns the consolidation of the offices of the various Four A's units and Theatre Authority on the West Coast. Equity, AFRA, AGMA, and Theatre Authority will share a suite of offices on the third floor of the Guaranty Building, 6331 Hollywood Boulevard. The room number is 312-319 and the telephone—Hillside 5121. The new offices will be open for business on April 10th.

This is important, of course, because it will mean that AGMA can have much finer office facilities at a great saving to itself, but it is more important because it is indicative of the tendency toward closer unification and cooperation among the performer groups.

### REMEMBER

#### AGMA's NEW ADDRESS IS

Guaranty Building, 6331 Hollywood Boulevard,  
Hollywood, California.  
Room 312-319, Telephone: Hillside 5121

# THEATRE AUTHORITY

## *Executive Secretary Allan Corelli "Looks Over" All Benefits... Need of Strict Observance of T.A. Rules By All Members*

SINCE the entrance of AGMA into the Theatre Authority in April of last year, T. A. Executive Secretary Alan Corelli has investigated every benefit concert, recital and operatic performance in which any AGMA member has appeared or been asked to appear.

On the West Coast, Theatre Authority under the direction of its Western representative, I. B. Kornblum, has carried on a similar campaign of investigation covering literally hundreds of benefits and near-benefits.

In this year some startling cases of fraud have been uncovered; dozens of AGMA members have been protected from exploitation by unscrupulous promoters; over a hundred legitimate benefits have been approved and have paid their contribution to the Theatre Authority fund to be disbursed to needy AGMA members. Out of these funds, which have amounted to two thousand dollars in the East and on the Coast one AGMA member who died penniless has been given a decent burial and several who were in dire need have been aided. All of this activity has been widely publicized and the AGMA membership has several times been notified of the rules covering the approval of all benefits by Theatre Authority.

And yet, at the end of March, a benefit took place in Carnegie Hall in New York City in which a half-dozen AGMA members took part without compensation, and without the approval of Theatre Authority. Attempts were made by the AGMA office to contact the artists before the performance; their managers were consulted. The artists could not be reached; the AGMA executives were assured by the manager and by one artist's secretary that "they were sure" the artist was ignorant of the AGMA rules regarding benefits.

When Mr. Corelli appeared at Carnegie Hall he was given no cooperation by the AGMA members—he was subjected to the hysterical remonstrances of the ladies on the benefit committee, and the benefit went on unapproved. Mr.

Corelli has, understandably, filed a complaint with AGMA against the members in question.

This is the kind of carelessness and non-cooperation which will destroy any organization and render futile all attempts at establishing any sort of protection.

Here, once more, for those members who still are not fully conversant with AGMA's rules regarding benefits, is the Board's ruling:

"No member of the American Guild of Musical Artists, Inc. shall appear in, assist in any manner or give help of a professional nature, either directly or indirectly, to any benefit which has not first been approved by Theatre Authority, Inc. Violation of the foregoing shall be deemed conduct unbecoming a member of the Guild."

If you are asked to appear in any benefit, immediately notify Mr. Alan Corelli, Theatre Authority, Inc., 1619 Broadway, COLUMBUS 5-4462; or call the AGMA office. Then wait for the approval of the benefit by Theatre Authority. If you wish to accept an invitation to perform at any benefit make such acceptance contingent upon approval by Theatre Authority.

Approval of a benefit by Theatre Authority entails the following:

- 1) Investigation of the benefit and of the individuals or organization which is promoting it to ascertain that it is legitimate.
- 2) The granting or refusal of official approval, depending upon the results of such investigation.
- 3) Payment by the benefit of 15% of its gross receipts to Theatre Authority which (in the case of benefits in which AGMA members appear) will be turned over by Theatre Authority to AGMA's relief fund (or to any relief organization which AGMA designates which administers help to sick or indigent musical artists).

### "LA FAVORITA" OPERA COMPANY

THE La Favorita Opera Company, a new group of which Joseph Devascio is impresario, has begun an announced schedule of several operatic performances at the Academy of Music in Brooklyn with the presentation there on March 25 of Verdi's opera "Rigoletto".

The company has signed a regular opera contract with AGMA.

### CREATORE OPERA COMPANY

THE Creatore Grand Opera Company, under the direction of Giuseppe Creatore, presented a weekend of performances comprising "La Traviata" and "Aida" at the 106th Regiment Armory in New York on February 25 and 26.

The company is operating under a regular AGMA contract.

Further performances have not yet been definitely announced.

### NEGOTIATIONS FOR CONTRACT WITH CINCINNATI SUMMER OPERA

NEGOTIATIONS have begun between AGMA and the Cincinnati Summer Opera Association, of which Oscar H. Hild is President, for the execution of an agreement outlining the terms and conditions of employment of AGMA members in Cincinnati this summer.

The singers, dancers and stage directors who took part in last year's season worked under AGMA contracts and full and satisfactory cooperation was maintained between AGMA and the company although, owing to the fact that a contract had been made by the company with the Grand Opera Choral Alliance prior to the revocation of the GOCA charter, AGMA agreed to waive any requirements in connection with the Chorus for that season.

This year, however, AGMA expects that all of its regulations, covering both principals and choristers, will be observed.

Members who expect to appear during this summer's season should keep in close contact with the AGMA office so as to be fully informed as to the progress of AGMA's negotiations with the company.

## WASHINGTON POPULAR OPERA ASSOCIATION

THE presentation of a series of four operas in Constitution Hall in Washington, D. C., was undertaken by the Washington Popular Opera Association, of which A. Conti Berenguer is Director and Mme. Amelia Conti, Artistic Director.

The first three performances, "La Boheme", "Lohengrin" and "The Bartered Bride", were presented on February 13, 14, and 15, but the last performance, that of "Manon", scheduled for February 16, was cancelled owing to financial difficulties encountered by the management.

The fees of several of the artists who performed in the first three performances remain unpaid and arrangements are now being made with AGMA for the settlement of these claims and of the claims of the artists engaged for the cancelled "Manon".

The membership will be notified when the record of this company is cleared.

## PHILADELPHIA OPERA COMPANY

THE Philadelphia Opera Company, a group newly organized during this past year, has presented two programs at the Academy of Music in Philadelphia, "La Boheme" on January 19 and Puccini's trilogy of "Il Tabarro", "Suor Angelica" and "Gianni Schicchi" on March 30.

The honorary musical director of the company is Leopold Stokowski and the active director is Sylvan Levin. Vernon Hammond, conductor of the AGMA Chorus School in Philadelphia, is assistant musical director for the company. C. David Hocker is president and general manager.

## PHILADELPHIA LA SCALA OPERA COMPANY

THE Winter Season of the Philadelphia La Scala Opera Company, of which Francesco Pelosi is director, was brought to a close on March 7 with the presentation "Cavalleria Rusticana" and "I Pagliacci". Eight performances were presented during the course of the season, in all of which AGMA artists and chorus were exclusively engaged under the regular form of AGMA opera contract.

The last performance, a "Tosca" scheduled for March 21, was cancelled by the management and arrangements are being made to settle any claims of AGMA members which may arise in this connection.

The Civic Grand Opera Company of Philadelphia, of which Francesco Pelosi was director until this year, did not present any performances during the last season and it was expected that the two companies would combine. Unless these plans have since been abandoned, it is probable that the combination will take place before the beginning of next Fall's season.

## ST. LOUIS OPERA ASSOCIATION

OPERA will be given again in St. Louis next season by the newly organized St. Louis Grand Opera Company, of which Laszlo Halasz is director and which is supported by a group of the most prominent citizens of St. Louis.

Two performances, "Tannhauser" and "Othello", are planned for this Spring, with a longer season next Fall.

The company has undertaken the training of a new chorus composed of singers from St. Louis and the corps de ballet will likewise be made up of resident talent.

The company has recently signed an agreement with AGMA covering all of its activities and it is to be hoped that a long and successful future lies ahead.

## THE AMERICAN LYRIC THEATRE

A NEW, and in most respects unique, opera-ballet company has been formed recently in New York under the name "American Lyric Theatre."

Lee Pattison, one-time General Manager of the Metropolitan Spring Season, has been engaged as musical director and announcement has been made of the production of two "American Folk operas", "The Devil and Daniel Webster" and "Susanna Don't You Cry."

Also announced is a series of ballet presentations by the American Ballet Caravan from whose distinctly and refreshingly American repertoire "Filling Station," "Billy the Kid" and "Pocahontas" will be chosen for the first performances.

The company professes as its purpose the fostering of a natural American musical art—the development of the immense potentialities its directors feel confident exist in America today—by providing a medium through which American musical and dance works, whose themes and substance are drawn from the rich store of American folk material, can be brought before the public. The company expresses its certainty that, given this opportunity to be heard, these American works will establish themselves as fine professional entertainment whose success at the box office will become a powerful incentive for creation to the large number of American composers, authors and choreographers whose talents are growing stale in disuse.

The company has announced a budget of \$120,000.00 for the first year, of which amount half has already been secured.

Negotiations are now in progress between AGMA and the Company for the purpose of establishing the terms and conditions of employment for AGMA members employed by the Company during its first season.

Because the operas which will be produced by the American Lyric Theatre are set to English texts it is probable that a ruling of the Four A's Board will be necessary to confirm AGMA's jurisdiction in this case. The jurisdiction over opera in English was left in the hands of Actors Equity Association at the time AGMA's charter was granted, although the Board went on record as being desirous of transferring this jurisdiction to AGMA as soon as an agreement with Equity could be reached.

# GILLMORE AND TURNER ON OCEAN CRUISE

FOLLOWING their annual vacation custom, Frank Gillmore, International President of the Associated Actors and Artistes of America, and Paul N. Turner, Chief Counsel of the Four A's, Actors Equity Association, and the American Federation of Radio Artists, embarked, March 17, on an ocean cruise which, in two weeks will take them through the Caribbean Sea and the South Atlantic, touching at Cuba, Mexico and various cities in South America.

The two, who have served Equity and the Four A's for twenty-five years, have spent a maritime vacation together for the last ten years. Friends report that they never discuss business once they have gained deck, but instead spend their time variously discussing the last season's crop of Shakespearean actors and the antics of sea birds.

We wish them a pleasant and restful trip and look forward to their return.

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## HIGHLIGHTS OF NBC-CBS CONTRACT *(Continued from Page Three)*

1. *Semi-Annual Access to Accounts*—Artists shall have access to their account with their management at least twice a year at mutually convenient times during office hours.

5. *ARBITRATION*—The contract provides that all disputes between AGMA and the managements or between any artist and his management may be settled by arbitration through the American Arbitration Association.

6. *DISCUSSIONS BETWEEN AGMA AND THE MANagements ON THE EXPANSION OF COMMUNITY AND CIVIC CONCERT COURSES*—The agreement provides that AGMA and the managements will discuss the Community and Civic Concerts systems in order to insure the proper administration and expansion of these systems and guard the interests of AGMA members.

7. *NO DISCRIMINATION AGAINST "INDEPENDENT" ARTISTS ON COMMUNITY AND CIVIC COURSES*—The con-

tract provides that neither NBC or CBS will discriminate against artists not under their management in connection with Community and Civic engagements.

8. *90% AGMA SHOP ON CIVIC AND COMMUNITY*—The contract provides machinery which will enable AGMA to insure that no less than 90% of the artists booked on Community and Civic courses will be AGMA members.

9. *CONTRACTS IN ESCROW*—The contracts between AGMA and NBC Artists Service and Columbia Concerts Corporation (including Civic Concerts Service and Community Concerts Corporation) are, at the present time, being held in escrow by the American Arbitration Association and upon the conclusion by NBC and Columbia of their negotiations with SAG for licenses to act in the motion picture field, the signed contracts will be delivered by the American Arbitration Association respectively to AGMA and the managements and the operation of the contracts will begin.

## WANTED!

### *Back Copies of "AGMA" Magazine*

The New York Public Library is keeping a special file of all of the issues of "AGMA" Magazine since its first publication in 1936.

The office has been able to furnish the Library with most of the issues which have appeared, but there are a few issues of which our extra copies have been exhausted.

The Library has, accordingly, asked us to advertise among the membership to see if there may be copies of the missing issues available.

If you should have a copy of one or more of the numbers listed below, please mail it in to the AGMA office so that it can be turned over to the Library for its records.

The issues wanted are:

All issues of Volume I, 1936. The magazine was made up at this time in mimeographed or photo-offset form.

Volume II, 1937, Nos. 9, 10, 11, and 12.

Volume III, No. 7 (July, 1938).

(See Page 2)

# Contracts Signed With NBC-CCC

FEBRUARY, MARCH,  
APRIL, 1939

AMERICAN GUILD OF MUSICAL ARTISTS, Inc.  
576 FIFTH AVENUE • NEW YORK, N. Y.

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### GUILD TALK—

(Continued from Page One)

all to our own executives and attorneys and to those officers and members who were in the forefront in the long-extended effort which has at last ended so well.

But AGMA's members must be ready now with more than gratitude; besides the new benefits which the contracts bring there are new and grave responsibilities to be faced. The Artists must learn how to make best use of their new authority; AGMA is in their hands and they must operate it so that it will produce the best results for everyone—for themselves, for their managers, and for the local impresarios and the public.

There is a great deal of work that must be done immediately—regulations must be set for the "independent" managers who are not affiliated with the two chains; the final touches must be put to the organization system which is already working so well in the opera field; the ballet companies and other dance groups must be brought into the fold; the chorus jurisdiction must be rounded out; our relationship with the Theatre Authority in its regulation of benefit performances must be made to work more efficiently.

In order to bring this about AGMA members must do

their share; they must not be careless in their observance of rules and routines. AGMA membership is tantamount to citizenship in the musical profession and like all citizenships it must be taken seriously in order to produce the best results. It must not be forgotten, too, that citizenship which is abused or neglected is capable of doing harm rather than good.

One of the first problems that must be faced is a financial one. The long campaign that has resulted in the signing of these contracts and in the signing of all of the contracts which have gone before them, has seriously taxed AGMA's resources. Individual members have already been called upon to give their help. Now it is time for all of the members to do their share and to turn some of the monetary benefits which these contracts will bring them back into the organization as an investment in new accomplishments.

A booklet will soon be printed and issued which will contain all of the rules which it is necessary for AGMA members to know and observe—rules of membership and rules covering employment and activity in all branches of music under the jurisdiction of AGMA. It will be then up to each member to see that he derives the greatest service and the greatest protection from his organization.

L. T. CARR.