

AGMA

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AGMA

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GUILD TALK

THE terminology of union organization with which the pages of "AGMA" Magazine have been spattered of late—such phrases as "exclusive collective bargaining agent," "AGMA Shop," "closed shop," "recognition," "minimum wages," etc., etc.—may come as something unfamiliar to many members despite the wide circulation they have been lately enjoying.

As they will probably be in frequent use in connection with AGMA matters in the future, a glossary of the most recurrent terms is printed below. These alphabetical abbreviations should not be allowed to take possession of one's mind to an extent which is unhealthy, however. This induces serious nervous afflictions. Your correspondent, for example, recently visited the doctor and when requested to say "Aaaah!" your correspondent brightly cried "Four A's!"

THE FOUR A's or the AAAA—The Associated Actors and Artistes of America, International A. F. of L. union having jurisdiction over all performers—actors, singers, instrumentalists, dancers, etc.

AGMA—The American Guild of Musical Artists, Inc., a national union affiliated with the Four A's having jurisdiction over all performers appearing in Grand Opera, Concert and Recital.

EQUITY—Actors Equity Association, the oldest of the Four A unions having jurisdiction over actors in legitimate dramatic productions.

SAG—The Screen Actors Guild, the largest of the Four A unions, having jurisdiction over motion picture actors.

AFRA—The American Federation of Radio Artists, the newest of the Four A unions, sponsored by AGMA, SAG and Equity, having jurisdiction over all performers on radio.

AFA—The American Federation of Actors, the Four A's union having jurisdiction over night club, outdoor and vaudeville performers.

COLLECTIVE BARGAINING—Collective bargaining is bargaining by an organization on behalf of its membership—in the case of AGMA it would be bargaining between musical artists *as a group* and the employers of musical artists.

It does not mean bargaining between any one musical artist and any one employer on matters of private business between the two.

AGMA

EXCLUSIVE COLLECTIVE BARGAINING AGENT—A collective bargaining agent is an individual or an organization that represents a group for purposes of collective bargaining involving basic conditions.

Thus, AGMA represents its members and will bargain collectively for them with their employers and managers. The agreements which it will conclude will affect the whole of AGMA's membership and each member equally.

Several managers have intimated to artists under contract to them that AGMA, as the Artists' "collective bargaining agent", sought to replace the Artists' managers in booking engagements. This is, of course, an error, due to an erroneous conception of what constitutes "Collective bargaining". AGMA intends to cooperate with managers and define and regulate their activities, but not to displace them. Under the Wagner National Labor Relations Act, AGMA is authorized by law to act as exclusive collective bargaining agent for artists because it represents a majority of artists.

AGMA SHOP—Under AGMA Shop every artist who performs must be a member of AGMA. AGMA seeks to establish AGMA Shop and has very nearly accomplished this objective.

CLOSED SHOP—Closed shop is a policy of some unions by which they refuse membership to workers and thus prevent them from obtaining employment. *AGMA does not observe the closed shop principle.* Membership in AGMA is always open to any artist who is active professionally. AGMA's purpose is to help artists obtain more employment under better conditions with more compensation.

RECOGNITION—This means recognition by employers of Artists that AGMA is the exclusive collective bargaining agent for its members. During the last few months AGMA has gained almost universal recognition by employers.

MINIMUM WAGES—One of the most important tasks that AGMA has to accomplish is the setting of minimum compensation for artists who sing for clubs and small organizations and for the smaller opera companies.

To set a minimum wage means that AGMA requires employers to pay *no less than* a certain sum in all employment of AGMA members. It does not mean that the employer will pay exactly the sum set—AGMA hopes that he will in all cases pay more.

Statistics recently made public by "Equity" disclose that Theatrical managers usually pay more than the \$40.00 per week minimum set by Equity. Most actors are paid \$75.00—\$100.00 per week, a small percentage are paid less, the featured players are paid more. We expect that this tendency will hold true in the case of AGMA as well.

L. T. CARR.

Page Three

Hollywood Bowl signs AGMA CONTRACT

Will Engage Only AGMA Artists in Bowl with Los Angeles Philharmonic; \$16.50 Minimum for Chorus Singers; Mrs. Irish Expresses Gratification

FOLLOWING quickly upon the granting of AGMA's Four A Charter over Grand Opera, Concert and Recital, AGMA has concluded a number of Agreements with Impresarios throughout the country guaranteeing recognition, AGMA Shop and, in certain cases, minimum wages and conditions for AGMA members.

The First of these agreements, and the first major accomplishment of AGMA was the signing of an agreement, on October 15th, 1937, with the Southern California Symphony Association covering all performances in the Hollywood Bowl and with the Los Angeles Philharmonic Symphony Orchestra.

The Agreement, which was signed by Leo Fischer for AGMA and by Mrs. Leiland Atherton Irish, Exec-

utive Vice President of the Association, provides that all artists performing for the Association must be members of AGMA and guarantees a minimum wage of \$16.50 for Chorus singers in the Bowl.

Preliminary negotiations were begun with the Association in September by Henry Jaffe, Guild Counsel and Laurence Beilenson, Western Counsel.

Two interesting letters have been received at the AGMA office since the signing of this agreement. One is from Hilda Romaine, Secretary of the Los Angeles Grand Opera Chorus, the members of which receive the benefit of the \$16.50 minimum provided in the contract. The other is from Mrs. Leiland A. Irish, Vice President of the Southern California Symphony Association. Both letters are printed here.

SOUTHERN CALIFORNIA SYMPHONY ASSOCIATION

Sponsoring

THE LOS ANGELES PHILHARMONIC ORCHESTRA

November 10th, 1937

Mr. Leo Fischer, Executive Secretary,
American Guild of Musical Artists, Inc.
576 Fifth Avenue,
New York, N. Y.

Dear Mr. Fischer:

I am going over the contract which we signed with you for the American Guild of Musical Artists. In reading over the contract I find that there is some variance in our understanding and in the stipulated number of hours for rehearsals. I shall write you next week and take up each article of the contract.

Immediately following your arrival in New York we received the publicity regarding our agreement and we had very favorable comment from many sources.

May I express to you our appreciation of your understanding and willingness to cooperate at all times.

With kindest personal regards, I remain,

Sincerely yours,

(Signed) FLORENCE M. IRISH
MRS. LEILAND ATHERTON IRISH
Executive Vice President and Secretary

LOS ANGELES GRAND OPERA CHORUS

2242 LaCunega Boulevard
Los Angeles, California

October 19th, 1937

American Guild of Musical Artists,
c/o Screen Actors Guild
8743 Sunset Boulevard
Hollywood, California

Dear Members and Friends:

May I express to you all, especially Messrs. Leo Fischer, Kenneth Thomson, Aubrey Blair, Frank Chapman, Richard Bonelli and Miss Elinor Marlo our sincere appreciation and deepest thanks for the splendid achievements accomplished on behalf of chorus singers and especially our own group.

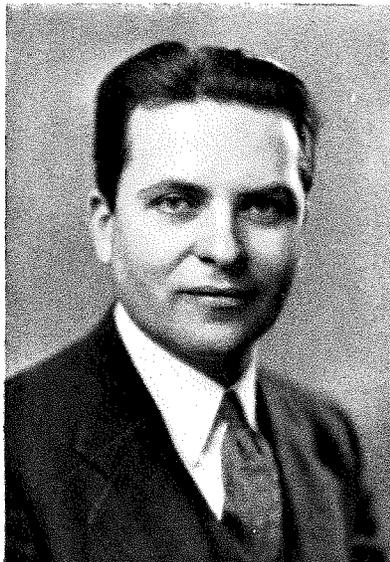
We do hope and trust that all your future efforts will be crowned with such immediate and lasting success as your recent plans in Los Angeles.

But above all that, Time, in its never failing kindness will reward you all for your efforts to see that Justice prevails.

Sincerely,

(Signed) HILDA ROMAINE,
Secretary

(For the text of the Agreement see Page 11)



DANIEL HARRIS

OPERA COMMITTEE SETS MINIMUMS*

By DANIEL HARRIS, *Committee Chairman*

For the Committee on Minimum Wages

*Wages and Conditions for "\$2.00 Top" Opera Set
Basic Minimum Agreement and Standard Employment Contract
Forms Drawn*

WHILE the Guild was engaged in signing the Impresarios of popular priced opera to agreements guaranteeing AGMA Shop and Recognition, a committee, composed of artists who sing in the popular price field held a series of meetings to work out the terms, including minimum wages and conditions, to be included in the basic minimum agreement to which AGMA now intends to secure the signatures of all Impresarios of "\$2.00 Top Companies".

The Committee, appointed by the Board of Governors, consisted of the following members:

Arthur Anderson
Mildred Anderson
Grace Angelau
Mathilde Bastulli
Santa Biondo
Francesco Curci

Ina De Martino
Claudio Frigerio
Rolf Gerard
Daniel Harris
Mildred Ippolito
Giuseppe Interrante

Anna Leskaya
Aroldo Lindi
Luigi Dalle Molle
Giuseppe Martino Rossi
Foster Miller
Mario Palermo

Lawrence Power
Emma Redell
Marguerite Ringo
Georgia Standing
Mario Valle

In the five meetings which the Committee held prior to the date of this article (November 15th, 1937) a schedule of minimum wages for all types of performances was drawn up as well as a list of conditions which AGMA will require the Impresarios to observe.

For a single performance in New York City (Alfredo Salmaggi's Hippodrome Opera Company is the only company employing artists on this basis at present), the minimums are as follows: \$40 for singing a Class "A" Role; \$25 for singing a Class "B" Role and \$15 for singing a Class "C" Role.

This "A", "B" and "C" rating was adopted for the purpose of classifying roles of the standard repertoire according to their relative length and importance. The Opera "Aida", for example, after some discussion, was classified in the following manner:

AIDA	A	RAMFIS	B
RHADAMES	A	KING OF EGYPT.....	B
AMNERIS	A	MESSENGER	C
AMONASRO	A	PRIESTESS	C

Class D Roles are those bits of only a few words or bars of music. They may be sung by a comprimario singer who is performing another role in the opera. When they are thus sung the artist must be paid \$5 in addition to his fee for the longer role.

The total cost to the Impresario of the cast of principals for Aida is thus \$240.00 if the Impresario pays only the minimums required by AGMA. Of course it is hoped that in most cases the Artists will receive more than the mini-

* All of these minimums, classifications and regulations have been tentatively set by the Committee and are subject to revision.

mums. But, little as we may like to admit it, if AGMA succeeds in gaining even the minimums regularly and promptly for the singers working in many of the smaller companies, a great deal will have been accomplished. The minimums for out of town performances and for weekly engagements on tour vary and, as they have to be further considered, they will not be listed here.

Some of the regulations concerning working conditions, however, should prove interesting to Artists in popular price companies and, when they are universally established, they will go a long way in making a career of opera singing a less acutely painful experience than it has proven, on occasion, to be.

The Committee decided to recommend the following rules covering conditions of performance:

1. When engaged for single performance in New York, the Artist must be paid in full in cash before the commencement of the performance.

2. Where the Artist is engaged for a single performance outside New York, one half of his agreed upon fee must be paid at the AGMA office twenty-four hours before he leaves New York; the round trip fare must be furnished him before he leaves New York and the other half of his fee must be paid at the place of performance before the performance begins.

3. Where the Artist is engaged for a tour and is to be paid by the week, if the tour is four weeks or less in duration, one half of his salary for the last week of the tour

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GRAND OPERA FIELD UNDER AGMA CONTRACTS

*Almost All Smaller Companies Agree to AGMA Shop
Negotiations On with Chicago, San Francisco*

WITHIN the last month six Popular Priced Grand Opera Companies have signed contracts with AGMA agreeing to employ only members of AGMA and to recognize AGMA as the exclusive collective bargaining agent for all Artists in their employ.

The Companies signing the agreements were:

CENTURY GRAND OPERA COMPANY

GEORGE DE FEO, *Manager*

COLUMBIA GRAND OPERA COMPANY
OF NEW YORK

ARMAND BAGAROZY, *Director*; J. FRANKLIN VIOLA,
Manager

CHICAGO OPERA ASSOCIATION

FRANCESCO RIGGIO, *Director*

NEW YORK, GRAND OPERA COMPANY, INC.

ENZO DELL'OREFICE, *Director*

ENERICO ODIERNO

Employment Agent and Impresario

CIVIC GRAND OPERA COMPANY
OF PHILADELPHIA

FRANCESCO PELOSI, *Manager*

Alfredo Salmaggi, of the New York Hippodrome Opera Company, Inc. has agreed verbally to the provisions of the AGMA Shop Contract.

Fortune Gallo of the San Carlo Opera Company has come to an understanding with AGMA and will sign an AGMA contract when the San Carlo Opera Company resumes its activity.

These contracts were signed for AGMA by L. T. Carr while Leo Fischer, AGMA Executive Secretary, on a cross country swing to the Coast and through Chicago, signed up the Hollywood Bowl (Southern California Symphony Association—see story on Page four) and carried on negotiations with the San Francisco Opera Company and the Chicago Civic Opera Company. A tentative agreement was reached with the San Francisco Opera and will be signed at the beginning of the year.

At the date of this issue (December 1st), Mr. Fischer is in Chicago negotiating an agreement with the Chicago Opera and by the time the Magazine is in the hands of the membership, this agreement should be in process of completion.

The text of the contracts signed with the Popular Priced Companies is as follows:

AGREEMENT:

In consideration of the mutual agreements herein contained, the parties agree as follows:

1. The Impresarios, and each of them, recognize AGMA as the exclusive collective bargaining agent for all solo singers, solo and ballet dancers, stage directors, stage managers and prompters (hereinafter collectively referred to as "ARTISTS" or the "ARTIST"), in all Grand Opera performances produced in the United States, its dependencies and possessions, Canada, Mexico, Central America and Cuba.

2. Any Artist now or hereafter employed by the said Impresarios or any of them, whether by contract or otherwise, or who sings, directs, stage manages or prompts or otherwise works for the Impresarios or any of them, shall be a member of AGMA in good standing.

The Impresarios shall forthwith furnish AGMA with a

list of all Artists in their employ at the date of this agreement and the names of all Artists from time to time whom the Impresarios propose to employ or use. No written contract shall be made with any Artist by the Impresarios or any of them without the prior written approval of AGMA and no oral contract shall be deemed to contain any provisions at variance with this agreement.

The Impresarios and each of them shall afford AGMA and any accredited agent or representative of AGMA full opportunity to check the performance of this agreement, including access to the theatre and back stage, but AGMA's checking shall be done in such a manner as not to interfere with the performance of the opera being produced.

3. AGMA agrees to accept as a member of AGMA any

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GEESE, GOLDEN EGGS AND GRAND OPERA By GEORGIA STANDING

An Analysis of the Probable Effect of the Establishment of AGMA Standards in the Popular Price Opera Field

DURING the course of our work in drawing up the minimum wage schedules and the regulations covering working conditions for popular price opera we on the Minimum Wage Committee took advantage of every available opportunity to caution one another about the danger of "killing the goose that lays the golden egg," or, in less metaphorical terms, setting minimums so high that they would, if enforced, result in the elimination of popular price opera altogether.

Although I knew very well that, while there have been a great many eggs laid in the grand opera business, very few, if any of them, have been golden, I was, perhaps, inclined to be one of the most cautious in estimating how far we could go in raising the standards of the field.

However, after a little reflection, I am convinced that, far from eliminating or even curtailing the production of popular priced opera, the standards set by AGMA can have no other effect than to stimulate production and put it on a more secure and profitable basis.

When, some years ago, Actors Equity Association set its minimum wage schedules and its rules regarding employment of actors, there were, I remember, similar cries that Equity would ruin the Theatre. Instead, under Equity rule, the American Theatre advanced into the greatest era of prosperity—both artistic and financial—that it had ever known.

Of course many factors collaborated in producing this prosperity, which the theatre, in common with most other businesses, enjoyed in the years between 1920 and 1930, but it is certain that the influence of Equity standards was one of the most important.

Shoe string producers were, of course, eliminated. Under Equity rules it was impossible for a person with two hundred dollars in his pocket to take out a company of fifty people to produce a play on the road. A great many of the individuals who had been taking out

road companies turned to other games when Equity insisted that actors be paid for their work. But there was no drop in employment because, freed from the necessity of competing with these irresponsible and unscrupulous "Shoe-Stringers," reputable business men with real money to invest entered the theatrical field. Today, I am quite sure, any Broadway producer would look with horror upon a return of the old conditions.

I think that we who work in the popular priced opera field can look forward to much the same result from the establishment of AGMA minimums. Those of the Impresarios who have been producing popular priced opera and have been regularly engaging and paying their artists, are known to be reputable and responsible business men. They will continue to produce opera under the AGMA minimums. Indeed these minimums will cause no change in their procedures because they require no more than what responsible Impresarios are doing already. As Mr. Daniel Harris points out elsewhere in this issue, the cost for the entire cast of *Aida*, if the Impresario pays only the minimums set by AGMA, amounts to merely \$240. Even the most optimistic of producers could have expected no more.

It may be that the requirements for guarantee of fares and advance payment of salary may hamper some producers although I do not see how this can be so. A very little simple thinking suggests the conclusion that if a man has not the money or credit to pay \$500 railroad fare then he could not properly take a company out in the first place and it is better to have him safe in New York than to have him stranding a company of ten singers and three tenors in Nome, Alaska.

Altogether, the standards AGMA has set for this first year are eminently reasonable; we have had complaints from some artists that they are ridiculously

(Continued on Page 12)

BALLET AND CHORUS IN GUILD DIVISIONS

Dance Division and Chorus Division to be Formed; Stage Managers Group Also Considered; Dance Field Presents Knotty Problem

PREPARATIONS are under way for the formation of two groups within AGMA to deal with the affairs of dancers and choristers in opera, concert and recital.

These groups would be integral parts of AGMA and their members would have full authority to act in matters pertaining to ballet or the chorus but would not vote with solo singers and instrumentalists in the main body of the Guild.

The nucleus of the Dance Division was formed during the last month when a group of ballet dancers working in popular priced opera companies were called together by L. T. Carr to discuss organization under the AGMA Charter. In a series of Committee meetings the Executive Committee of the "Ballet Guild" drew up a schedule of minimum wages and conditions for employment in popular priced opera companies. These minimums will be incorporated in the AGMA basic agreement to be signed shortly by the Impresarios.

The membership of the Dance Division now numbers about fifty. The Executive Committee is composed of:

ANNA NAILA, <i>Chairman</i>	VICTORIA GREENIDGE
ETHEL PHILLIPS	DORIS HART
FIFI HENNEBIQUE	MIKI LEROY
AIDA ALVAREZ	MARY NORRIS
CAROLYN CARTER	LEETA NOVELLE
HELEN FROMOVITCH	MARY SMITH

AGMA is now contacting various individuals and organizations in the dance field in an attempt to ascertain the situation and make plans for the complete organization of the dance field. After this is done the Board will decide on what steps are to be taken immediately and further meetings of the membership of the Dance Division will be held.

The details of the administration of the Dance Division are still to be worked out.

At the same time negotiations are going forward with the Grand Opera Choral Alliance for an amalgamation of the GOCA and AGMA.

Present members of the Grand Opera Choral Alliance as well as the chorus singers in Los Angeles who are already members of AGMA would be members of the Chorus Division.

Representatives of the Philadelphia Grand Opera Chorus, an affiliate of the Choral Alliance, have con-

ferred with AGMA and are agreeable to the amalgamation.

The Grand Opera Choral Alliance has not organized choristers extensively except in the vicinity of New York and Chicago. Throughout the country, in cities like Detroit, San Francisco, Los Angeles, etc., there are well trained choruses which would be enrolled in the AGMA Chorus Division after the amalgamation had been effected.

By the organization of the Ballet and the Chorus in AGMA the complete opera field with the exception of musicians and stage hands will be represented by AGMA.

The Stage Directors who are members of AGMA met during the last week to set up a schedule of minimum wages and conditions to be incorporated in the AGMA basic agreement.

The Stage Directors Committee petitioned the Board to create a Stage Directors Division similar to the Dance and Ballet Divisions and this request is now under consideration. Since the problems of Stage Directors are unique it would seem that this is a desirable plan.

Further developments in these various matters will be reported in subsequent issues of "AGMA" Magazine.

Accompanists Set Schedules

Following the example of the opera singers, dancers and stage directors, the Accompanists who are members of AGMA formed a committee to discuss the problems of Accompanists and to set a schedule of minimum fees and conditions of employment.

The first meeting of the Accompanists Committee was held on Tuesday, November 23rd. At this meeting the Committee elected a chairman and began discussion of problems.

The Committee is as follows:

EDWARD HARRIS, <i>Chairman</i>	
SOLON ALBERTI	CAROLL HOLLISTER
ERNO BALOGH	WOLFGANG REBNER
EMANUEL BAY	ARPAD SANDOR
ETHEL CAVE-COLE	SANFORD SCHLUSSEL
STEWART WILLE	

Further meetings of the Committee are being held currently.

THE NEW YORK THEATRE AUTHORITY

AGMA Considers Becoming Part of the Benefit-Regulation Group If Funds Can Be Proportionately Divided— Also AFRA and Screen Actors Guild

THE New York Theatre Authority, which has been active during the past few years investigating and regulating benefits in which members of Actors Equity Association appeared, is now turning its attention to the larger field of musical benefits and has approached AGMA, and at the same time the Screen Actors Guild and the American Federation of Radio Artists, to join the Theatre Authority and place in its hands the investigation and regulation of benefits in which members of AGMA, AFRA and SAG appear. AGMA is now considering this proposal.

In January, 1935, the Theatre Authority concluded an agreement with Equity under which Equity has since required its members to appear only in benefits approved by the Authority. The Authority then set about to investigate every benefit in which Equity members were asked to participate to determine for whose benefit the performance was put on and to find out just how much of the box office receipts were likely to go to the charity whose name was printed on the program and how much was likely to find its way, under the guise of "miscellaneous expenses," into the hands of promoters and benefit racketeers.

The work of the authority has been so successful that, in the works of Alan Corelli, Executive Secretary, the benefit racket has been "wiped out" in New York City and its vicinity. An Equity member may be certain that any benefit "cleared" by the Theatre Authority is a legitimate charitable enterprise; that the expenses of operation are kept down to a reasonable minimum, and that his services as a performer will really go to help the proverbial worthy cause. Furthermore, in all cases where Equity members contribute their services, 15% of the gross receipts of the benefit must be turned over to the New York Theatre Authority to be distributed among charities of Equity's designation.

If AGMA should now become part of the Theatre Authority it would be possible to extend the same sort of protection on a nationwide scale to AGMA members who perform in musical benefits throughout the

country. There are more than enough distinctly unworthy causes to be uncovered in the musical benefit field and if the Theatre Authority can wipe out the "Benefit Racket" here it will be an accomplishment of first magnitude. AGMA members would be in a position to refuse, without embarrassment, to participate in any benefit not approved by AGMA and cleared by the Authority and they could be confident that any benefit thus approved and cleared was a legitimate one.

Of course, in undertaking to represent AGMA and its members in benefit activity, the Theatre Authority will have to expand many of its internal and external policies.

Until now the greatest volume of the Authority's activity has been in connection with Actors Equity Association and it is natural that Equity and the Theatre should have dominated the Authority and the division of its funds.

In its administrative structure the Theatre has had a majority representation. Its Board of Directors and Officers are all representatives of the Theatre and theatrical organizations. Its funds have been distributed among the Stage Relief Fund, Catholic Actors Fund and other sectarian theatrical charities. With the entrance of AGMA, AFRA and SAG into the Authority, all this would, of course, undergo a change. It is likely that AGMA's members would contribute in greater volume to the funds collected by the Authority than the members of any of the other organizations, since musical artists usually have the greatest benefit-concert attraction. It would, then, be necessary, that a proportional part of the Authorities Funds be distributed among musical charities of AGMA's designation.

These matters are being studied by the Authority Board and it is likely that they will shortly be settled satisfactorily.

It is to be hoped that little delay will be encountered in setting the Theatre Authority's jurisdiction in operation over benefits involving AGMA's members.

(See also "For Your Benefit," Page 16)

SPECIAL DELIVERY

Why AGMA Has "Required" Its Members to Join AFRA

ON November 15th AGMA sent a circular letter to its members advising them that, under the terms of the contract signed with Screen Actors Guild, Actors Equity Association and the American Federation of Radio Artists, "All AGMA members are required to join AFRA when they appear on Radio."

This was in accordance with article "3." of the agreement which provides that "Each of the parties agrees to instruct its members to apply for membership in any other party in the field of which such members work . . ."

AGMA has not so "instructed" its members except in the case of AFRA, because they would be definitely required, in any case, by the producer or theatrical manager who employed them, to join the Screen Actors Guild or Actors Equity Association if they worked on the screen or stage.

But in the case of AFRA, in order to build up this new organization so that it is powerful enough to cope with the many problems facing Artists on the radio, AFRA's three sponsors do urge their members to join the radio union.

In two or three instances it has come to AGMA's attention that members misunderstood the letter that had been sent them about this matter and had even believed that AGMA was attempting to assume dictatorial powers in presuming to "require" them to join another organization. This is very unfortunate because there was no such intention. The word "require" was chosen because other words that might have been used, such as "request" or "advise", did not seem adequately to convey the importance of the message.

We are sure that all of our members who work on the radio will *want* to join AFRA. Their membership in AGMA proves that they believe in the principle of and see the urgent necessity for artists' organizations for mutual protection. Protection is needed on the radio as well as in opera and concert—protection against the same organized interests that selfishly or heedlessly operate to disregard and destroy the interests and rights of individuals.

If artists wish to remain individualists in their art they must, paradoxically, become organized as artists. They must, as Mischa Elman remarked, "Unite to preserve their individualism".

And so, if AGMA has urged its members to join AFRA when they appear on the Radio it has done so because it believed this to be in their interest. In all probability an arrangement will be made in the near future which will eliminate the inconvenience of paying dues to several organizations. Already this burden is made negligible through the AGMA-AFRA-Equity-SAG agreement by which AGMA members can join any of the other unions at half dues. In the case of AFRA they can join without payment of Initiation Fee if they apply before December 1st.

In the meantime it is hoped that AGMA members will continue in their enthusiasm for their organization, that they will have confidence in those of their colleagues who shape its policies in its Board of Governors and that they will not allow the seeming implications of words to cloud the real issues at stake.

Instrumentalists and AFRA

AT a meeting of the National Board of the American Federation of Radio Artists, November 4th, 1937, it was decided to admit Instrumentalists Soloists who are members of AGMA to membership in AFRA without any payment of initiation or dues until the peculiar situation in connection with their radio work is cleared up.

In the early part of last Summer, before the formation of AFRA, Local No. 802 of the American Federation of Musicians issued a ruling to the effect that all instrumentalists soloists appearing on the radio must be members of Local 802, AFM. Consequently radio stations required all instrumentalists to join the Musicians Union before appearing on the air.

Since, at the same time, the Charter which the American Federation of Radio Artists had been granted by the Four A's gave AFRA jurisdiction of Instrumentalists over the radio, these artists were placed in a position of grave uncertainty and inconvenience.

Until a final decision has been made in this matter, all instrumentalists who are AGMA members will be admitted to AFRA without any payment.

* * *

Recently a letter was sent to AGMA members urging them to join AFRA. If your application was not sent in to AFRA before December 1st, 1937, you are not entitled to join AFRA without payment of the Initiation Fee. You are urged, however, to lose no time in sending in your application as some concession will probably be made in the case of applications received a few days late.

AGREEMENT:

In consideration of the mutual agreements herein contained the parties agree as follows:

(1) AGMA is recognized by the Association as the exclusive collective bargaining agent for all solo singers, solo instrumentalists, solo dancers, stage directors, stage managers, and prompters, and for all chorus singers and ballet dancers (hereinafter referred to as the "Artists" or the "Artist"), in all Grand Opera performances, concerts, recitals, and oratorio produced, staged, managed, owned or controlled by the Association.

(2) Any Artist now or hereafter employed by the Association, whether by contract or otherwise, or any Artist who sings, plays, directs, stage manages, prompts, or otherwise performs for the Association in Grand Opera, concerts, recitals, or oratorio, shall be a member of AGMA in good standing; except that an amateur chorus in oratorio performances with the Los Angeles Philharmonic Symphony Orchestra need not be members of AGMA, and this agreement shall not apply to such an amateur chorus or any member thereof. The Association shall forthwith furnish AGMA with a list of all artists in its employ at the date of this agreement and the names of all artists from time to time whom the Association proposes to employ or use. No written contract shall be made with any artist without the prior written approval of AGMA, and no oral contract shall be deemed to contain any provisions at variance with this agreement. The Association shall afford AGMA and any accredited agent or representative of AGMA full opportunity to check the performance of this agreement including full access to the theatre, concert hall, and the Bowl, front and back stage, but AGMA's checking shall be done in such a manner as not to interfere with the performance.

(3) AGMA agrees to accept as a member of AGMA any Artist (except members of the amateur chorus specially excepted hereinbefore) the Association wishes to employ or use, with the exception of members suspended or expelled by AGMA or any other branch of the Associated Actors and Artistes of America, and subject to AGMA's Constitution and By-Laws as now existing, or as they may hereafter be lawfully amended, but such Constitution and By-Laws shall be reasonably consistent with the intent of this agreement to leave the membership of AGMA open. Nothing herein shall limit the right of AGMA to discipline, suspend or expel a member or refuse to re-admit him. AGMA agrees, however, that if it suspends or expels a member who is under written contract to the Association, such suspension or expulsion shall not affect the Artist's obligations to perform any such existing written contract. The Association agrees that in every future contract, oral or written, which it enters into with any Artist, the Artist shall agree that the Artist shall

be a member of AGMA in good standing and shall remain so for the duration of the contract.

(4) Members of the singing chorus of the Association used in any grand opera performance shall be chosen in the manner set forth in this paragraph. An audition committee of six shall be selected, three by AGMA (not of the chorus class) and three by the Association (not to be heads or leaders of a chorus group). Such committee shall hold auditions at times mutually to be agreed upon. The forty best singers as determined by the committee on the basis of the auditions shall become the "senior chorus". The thirty next best singers as determined by the committee on the basis of the auditions shall become the "junior chorus". The thirty next best singers as determined by the committee on the basis of the auditions shall become the "auditors". The committee shall act by a majority vote, and may establish its own rules. Any deadlock in the committee shall be determined by a seventh member, agreed upon by the committee, and in default of agreement appointed by the American Arbitration Association. Any members of the chorus employed by the Association over and above the hundred above described shall be chosen by it without auditions.

(5) The senior chorus shall be offered engagement by the Association by written contract for all performances of grand opera of the Association in any given season. The Association shall furnish AGMA with a list of operas to be given in advance of the season, and AGMA agrees to waive the requirement of forty chorus singers per opera, if any opera given reasonably needs less than forty chorus singers. For each performance of grand opera, the minimum pay for members of the chorus shall be as follows:

(a) Senior chorus singers, \$16.50 per performance, which shall be pay as well for 10 rehearsals of two hours duration and two stage and two orchestral rehearsals for each opera. All additional rehearsals to be paid at the rate of \$1.00 per rehearsal.

(b) Junior chorus singers, \$12.00 per performance, and no rehearsal pay.

(c) Auditors, \$4.00 per performance, and no rehearsal pay.

(d) All other chorus singers, the same as auditors.

(6) Chorus singers who are chosen to sing a part, large or small, must not be used the same day as members of the chorus, and each such vacancy left in the chorus must be filled from the junior chorus, unless there are senior chorus members not engaged for that opera, in which event the vacancy must be filled from the senior chorus.

(7) Members of the chorus used in oratorio performances with the symphony orchestra or otherwise shall be paid at the minimum rate of \$10.00 per performance, with four

free rehearsals of two hours or less duration, and \$1.00 per rehearsal for all additional rehearsals.

(8) Subject to the waiver specified in paragraph 5, the Association agrees to engage at least forty senior chorus singers for each grand opera performance, and where such waiver is given, all such chorus singers shall be seniors. Additional members of the chorus above forty may all be juniors, if the Association desires, or may be on the basis of an auditor employed for every junior employed.

(9) The fact that a chorus singer does not attend a chorus school sponsored by any individual or group shall not be cause for dismissal or considered on the question of his engagement or non-engagement by the Association.

(10) Pay by the Association to members of AGMA shall be in lawful money of the United States of America, and not in tickets or other medium.

(11) The Association agrees that no waiver by any Artist of any term of this agreement shall be requested by any Artist, or effective, unless the written consent of AGMA to the making of such request and such waiver is first had and obtained.

(12) The term of this agreement shall begin on the date hereof and shall end on October 15, 1938.

(13) Nothing herein contained shall be so construed as to prevent any Artist from negotiating with the Association for, or from obtaining from the Association, better terms of employment than are herein provided.

(14) No commission, agent's fee, booking fee or other payment whatsoever, shall be deducted by the Association or by any representative, agent or employee of the Association, from the wages or salaries of any Artist.

(15) All controversies between the parties hereto shall be settled by arbitration under the rules of the American Arbitration Association.

(16) This agreement shall be binding upon, and inure to the benefit of, the signatories hereto and all parties who, by reason of merger, consolidations, reorganizations, sales, assignments, transfers, or the like, shall succeed to and become entitled to a substantial part of the business of any signatory; and the Association agrees that its signature to this agreement shall likewise bind any and all subsidiary, controlled and/or affiliated companies engaged in the production or management of grand opera, concert, recital and oratorio performances.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

AMERICAN GUILD OF MUSICAL ARTISTS, INC.
(Signed) LEO FISCHER
Executive Secretary.

SOUTHERN CALIFORNIA SYMPHONY ASSOCIATION
(Signed) FLORENCE M. IRISH

APPROVED AS TO FORM
(Signed) GURNEY E. NEWLIN

GRAND OPERA FIELD UNDER AGMA CONTRACTS

AGREEMENT

(Continued from Page 6)

Artist the Impresarios or any of them propose to employ or use, subject to the imposition of terms and penalties in the case of members suspended by AGMA, and subject to AGMA's Constitution and By-Laws as now existing or as they may hereafter be lawfully amended. Nothing herein shall limit the right of AGMA to discipline, suspend or expel a member or refuse to re-admit him. AGMA agrees, however, that if it suspends or expels a member who is under written contract to the Impresarios or any of them, such suspension or expulsion shall not effect the Artist's obligations to perform any such existing written contract. The Impresarios, and each of them agree that in every future contract, oral or written, into which they enter with any Artist, the Artist shall agree that the Artist shall be a member of AGMA in good standing and shall remain so for the duration of the contract.

4. The Impresarios, and each of them, agree that waiver by any Artist of any of the terms of this agreement shall be requested of any Artist, or effective, unless the written consent of AGMA to the making of such request and such waiver is first had and obtained.

5. The term of this agreement shall begin on the date hereof and shall end on June 1, 1939.

6. This agreement shall be binding upon and inure to the benefit of the signatories hereto and all parties who, by reason of merger, consolidation, reorganization, sale, assignment, transfer and/or the like, shall succeed to and become entitled to a substantial share or part of the business of any signatory; and the Impresarios, and each of them agree that their respective signatures to this agreement shall likewise bind any and all subsidiary, controlled and/or affiliated enterprises, firms and companies engaged in the production and/or management of Grand Opera performances.

All of the terms hereof are binding upon each of the Impresarios signatory hereto, severally and jointly, and shall govern each of them in any Grand Opera enterprise to which they may be connected with, either collectively or singly.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day first above set forth.

GEESE, GOLDEN EGGS, AND GRAND OPERA

(Continued from Page 7)

low. They are at any rate low enough that we may be sure that their observance will not eliminate any legitimate operatic activity. They are elastic and leave every opportunity open for artists to secure terms as much better than the minimums as they can command.

Because of the condition of stability and security in which their establishment will result, and because of the effect which they will have in giving everyone a clear idea of just where he stands, they should be welcomed by everyone concerned—by Artist and Impresario alike.

NOVEMBER AGMA FORUM

. . .

THE First AGMA FORUM meeting of the season was held at the Hotel Plaza on Tuesday, November 2nd. About one hundred members attended.

Mme. Queena Mario, presiding, opened the meeting with a welcome to those members who had joined from the former Grand Opera Artists Association of America and who were attending their first meeting as AGMA members.

L. T. Carr, acting for Leo Fischer, Executive Secretary, who was absent in California, explained the workings of the new dues system, the agreement with Equity, Screen Actors Guild and AFRA, and reported that AGMA Shop agreements had been closed with the Hollywood Bowl and with several popular-priced opera Impresarios.

Henry Jaffe, AGMA attorney, explained the provisions of the various contracts with Impresarios and with other organizations which AGMA had concluded.

The meeting was declared open for general discussion. Several questions were put in connection with AFRA, the new radio union, and its importance to AGMA members.

The discussion next shifted to the problem facing young artists giving concerts in New York City. Since there are no well known small halls in frequent use and since it is almost obligatory to give concerts in one of two or three rather large halls, the problem of "papering" is always an important one. Several suggestions were made as to how AGMA might be of service in this matter, serving as a distribution center for tickets and attempting to spread the free tickets among members. This would mean that the young artist would have a carefully picked musical audience at his debut rather than the indiscriminately chosen

IMPORTANT NOTICE

*The next meeting of the
membership in*

AGMA FORUM

will be held on Tuesday,

December 21st, 1937

at 2 P.M.

In the Mirror Room of the

HOTEL PLAZA

59th Street and Fifth Avenue

New York City



PLEASE BE SURE TO ATTEND

audience that results from most last minute papering.

Mme. Mario recounted one serio-comic experience of hers in which her manager advised her it would be necessary to paper the house for one of her concerts. The papering was accomplished and, during the last hour before the concert, over one thousand dollars was turned away from the box-office.

After Mr. Carr had informed the members present that the Guild membership had increased over two hundred percent since the last meeting, and had expressed hope for continued growth and added accomplishments in organization before the next meeting, the session was adjourned by Miss Mario.

NEGOTIATIONS BEGIN WITH THE METROPOLITAN OPERA ASSOCIATION

ON November 18th the following letter was sent to the Board of Directors and to Edward Johnson, General Manager, of the Metropolitan Opera Association.

"Gentlemen:

Please be informed that the American Guild of Musical Artists, Inc., which numbers among its membership a majority of the singers engaged for the Season 1937-38 by the Metropolitan Opera Association, is the authorized collective bargaining agent for those members.

Very truly yours,

(Signed) LEO FISCHER,
Executive Secretary."

This was the first official communication from AGMA to the Metropolitan and it opens a relationship which, it is to be hoped, will result in many benefits to AGMA's members at the Metropolitan and to the Metropolitan itself.

AGMA is now drafting a basic minimum agreement for all opera companies and when the terms of this agreement have been finally decided upon, AGMA will negotiate with the Metropolitan for recognition and for the acceptance of this new contract.

OPERA COMMITTEE SETS MINIMUMS

(Continued from Page 5)

must be paid before he leaves New York in addition to round trip fare. Thereafter he must be paid at the end of each half week.

The reason for requiring deposit of half the *last* week's salary is that, if at the end of any half week, the Impresario neglects to pay, the Artist can return to New York and collect at the AGMA office.

If the tour is more than four weeks in duration, the same conditions obtain, except that payment of the full salary for the last week is required rather than half salary and the Artist is thereafter paid at the end of each week.

4. Costumes must be furnished by the Impresario except that tights, wigs, jewelry, etc., the so called "basso vestiario" may be furnished by the Artist.

5. Where an artist who has been billed or advertised for a performance is replaced by another artist, he must be paid the full amount of his fee provided he is willing and able to perform. Any change in the billed cast must be announced to the audience at the performance.

This will prevent a practice which has been indulged in frequently; the billing of a well known artist while another, sometimes inferior artist actually does the performance.

6. No artist shall be required to travel by bus except where there is no railroad transportation available.

Any singer who has given a performance immediately after four or five hours in a cramped smoky bus will appreciate the wisdom of this requirement. Pullman accommodations are required for travel between midnight and 7 A. M.

7. The last and perhaps most important requirement is that no Impresario shall engage an AGMA Artist except by written contract approved by AGMA. AGMA has prepared standard printed forms of contract that protect the artist fully and these will be put into general use. With a copy of each contract filed in the AGMA office it will be easy to prevent any breach of agreement on the part of an Impresario.

Besides the minimum fees set for singers, the ball dancers and solo dancers and Stage Directors have set minimum rates and they will be protected by the regulations listed above.

The Committee will, within the next two weeks, complete its work and the next issue will contain the formal listing of the minimum compensation required for all artists in opera with a \$2.00 top.

These regulations and minimums can have none but a beneficial effect on the conditions in the popular price opera field, injecting, as they do, a new factor of security and dignity into the profession. For this reason they will be welcomed by all Impresarios who are responsible and reliable and if they eliminate some of the "Shoe stringers"—some of the individuals who without adequate backing or credit take out opera companies placing the burden of risk on the artists they engage—that is a consummation devoutly to be wished. It is certain, at any rate, that opera singers cannot continue to perform under conditions any less favorable than these set forth by the Committee.

AGMA'S LOS ANGELES CHAPTER

California Committee for AGMA's Coast Activity; Local Office to be Established in Los Angeles; Further Negotiations with Hollywood Bowl; Local Club Situation Serious

SINCE the extension of AGMA's activity on the Coast—the conclusion of the agreement with the Hollywood Bowl, the beginning of negotiations with the San Francisco Opera, etc.—a California Committee of AGMA, consisting of Frank Chapman, Chairman, Elinor Marlo, Secretary, Frank Forest, Marek Windheim and Andres de Seguro, has been formed, and AGMA's Coast activities have become second in importance only to those of the National office in New York.

Until now, the California Committee has been working in close cooperation with Laurence W. Beilenson, Screen Actors Guild Counsel, who is AGMA's Western Counsel as well, and AGMA's affairs have been carried on from Mr. Beilenson's office and the offices of the Screen Actors Guild. Continued growth will, however, make necessary the opening of an AGMA office in Los Angeles and probably the appointment of a full time Western representative or assistant Executive Secretary.

As a result of the contract with the Bowl, AGMA's western membership has doubled and a large volume of work has arisen in connection with the supervision of the functioning of details of the Bowl contract.

A group of solo and ballet dancers who appear in the Bowl, and who must join AGMA under the agreement, have formed a committee and are arranging to come into the AGMA Dance Division as a body. These dancers have been members of a temporary organization which will be absorbed by AGMA. The Guild is bargaining for these artists with the Bowl officials. The dancers have tentatively set a minimum fee of \$35 for a 40 hour week.

Miss Elinor Marlo, Secretary of the California Committee, has been one of AGMA's most indefatigable workers on the Coast and has been handling the bulk of AGMA business there.

On November 8th, an open organization meeting was held in Los Angeles at the Hollywood Roosevelt Hotel. Many local artists applied for membership at this meeting and plans for future activity were initiated.

Extracts from the minutes of the meeting, prepared by Miss Marlo, follow:

"The meeting was called to order by Frank Chapman, Chairman, who pointed out that the members were called together to discuss and try to solve local problems, working out the difficulties encountered by local artists and making recommendations for their solution to the Board of Governors. . . .

"One of the most immediate of these local problems, it was felt, was the difficulty experienced by local artists in getting paying engagements at local clubs. . . .

"A singer of ten years' experience in Los Angeles recounted how, when the Board of Directors of one local club learned that he had sung at another club for nothing, they had refused to continue paying his customary \$25 fee, believing it unnecessary to pay him any further since he had proved he was not worth \$25. . . .

"This artist has canvassed the opinion of leading clubwomen in the local area and found that the overwhelming opinion among them is that it is not necessary to pay in order to get artists to perform. . . .

"It was suggested that the local committee undertake the organization of artists who perform in local clubs and set minimum fees for club appearances. . . . It was felt that the problem was one of primary importance although its solution would require much effort and diplomacy. . . .

"The members present discussed the necessity of increasing the local membership and including every active artist in the AGMA fold. . . . Every member should pledge himself to get at least one new member. . . ."

This has all the appearance of a good beginning and, possibly in the next issue of the magazine we can announce the opening of the Los Angeles office.

Within a short time offices should be opened in other cities, such as Chicago, San Francisco and St. Louis as AGMA's activities in these places grow.

The spontaneous growth of this local AGMA group on the Coast is a good example of the progress that is being made since acquiring the AAAA charter over concert opera and recital.

When the popular price opera field and the small concert engagement field have been set upon their feet and acceptable standards have been established for artists in these fields throughout the country, AGMA will have accomplished a fair part of its objectives. Appearances seem to indicate that it will not be very long before this has come about.

FOR YOUR BENEFIT!

By ALAN CORELLI, *Executive Secretary*, THEATRE AUTHORITY, INC.

(Reprinted by Permission of SCREEN GUILD MAGAZINE)

SCENE—*Executive Office of the Theatre Authority, Inc.*

TIME—*Any Day, Any Week, Any Year.*

ACTION—*Phone Ringing.*

MR. CORELLI: "Hello, yes, this is the office of the Theatre Authority."

VOICE: "My name is George Blair. I'm the Chairman of the committee that is running a benefit for the Orphan's Home. We intend to use stars of the stage, screen and radio in our efforts to raise funds for our most worthy charity. It was suggested that I get in touch with you regarding your sanction of this benefit. You see, Mr. Corelli, we run these affairs each year and our committee consists of many prominent persons, with the result that we have little trouble in getting our talent. Now, how does your organization fit into the picture?"

MR. CORELLI: "Mr. Blair, we are an organization founded within the past two years, whose primary purposes are to aid theatrical charities in raising funds, and to chase the benefit racketeers out of the business. I know your organization, and know of the grand work you do in supporting several hundred orphans, so that I doubt whether we will have any trouble in giving you a clearance. Naturally, Mr. Blair, you are going to use artists who are members of Equity, The American Federation of Actors, The Jewish, Catholic and Episcopal Guilds to aid you in raising funds, and as you realize, a great deal of charitable work within our own ranks is now being carried on. All we ask of you, for the privilege of allowing you to use members of these groups to aid with their services, for which they are not compensated, is 15% of your gross receipts, this amount to be divided among our own charitable groups to aid needy performers."

MR. BLAIR: "Why the idea! I never heard of such a thing! It's a holdup! We do legitimate charitable work, and we have been running benefits for years, and had stars like Cantor, Jessel, Tucker, Morgan and never had any trouble getting them. Judge So and So is Chairman of our Entertainment Committee, and we never had to pay anyone a red cent before!"

MR. CORELLI: "I know that, Mr. Blair, but the Actors' Fund have over a thousand cases on their hands right now, without even starting to figure the cost of maintaining the

two homes for those who have grown old and can no longer support themselves. The Stage Relief Fund is feeding hundreds daily, all people of the profession that are in need, and the funds must be raised somewhere, and why not from those who come to the actor for his services to appear at a benefit gratis? You know, Mr. Blair, it would be embarrassing for us to send you the Tuckers, Cantors, and Jessels with a note that they once played a benefit for your Orphans Home and ask that you care for them. Look at it in this light—if you had to buy a show for your affair with the names you want, it would cost you thousands of dollars. Now, what is your average gross?"

MR. BLAIR: "We usually take in from four to five thousand dollars."

MR. CORELLI: "Now, if you take in \$4,000 you donate to the Theatre Authority 15% or \$600. Is that asking too much for the type of show you want?"

MR. BLAIR: "Well, er, no. But how are we going to get our talent?"

MR. CORELLI: "When you contact the performers, just tell them the benefit is AUTHORIZED BY THE THEATRE AUTHORITY, INC. and carry this in your direct mail appeal to the stars. You see, Mr. Blair, no actor is allowed to appear at a benefit gratis, unless same is authorized."

MR. BLAIR: "Well, what if we don't sign your agreement?"

MR. CORELLI: "That, Mr. Blair, would necessitate our informing the artists that the affair has not been cleared and sanctioned. Naturally, they would not appear, for if they did, they would be liable to a fine or suspension from Equity."

MR. BLAIR: "Send along the contract, Mr. Corelli. I guess we will have to aid your charities. And by the way, it's about time you actors got wise to yourselves, and cashed in for your own groups. I was wondering for years how your charities were supported."

MR. CORELLI: "In good times the actor took care of his own—now we need a little outside aid. I will send a blank application to you for your signature, and our authorization will be forthcoming. Thank you, and good-bye, Mr. Blair."