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IN MEMORIAM

ALMA GLUCK ZIMBALIST

Who Passed Away On October 27, 1938

In the next issue of AGMA Magazine will appear a tribute to Alma Gluck written by Marcia Davenport, her daughter, which AGMA's members will treasure among their memories of their great and beloved colleague.

THE SOUTHERN CALIFORNIA SYMPHONY ASSOCIATION

Quick Settlement Hoped In Contract Violation

THE contractual relationship between AGMA and the Southern California Symphony Association (the Hollywood Bowl and the Los Angeles Philharmonic Symphony Orchestra) is now, temporarily it is to be hoped, in a state of suspension as a result of a breach of contract growing out of the appearance of a non-member of AGMA with the Los Angeles Philharmonic Orchestra.

This is particularly unfortunate and regrettable, since the relationship has been both pleasant and of long standing and the contract which began it was one of the first contracts made by AGMA after the acquisition of its charter as a branch of the Associated Actors and Artistes of America.

Pending the settlement of this difficulty AGMA members have been requested to refrain from making any contracts, with the Symphony Association, until they have been notified that the matter has been satisfactorily adjusted.

While the situation is very serious, it is probable that it will be possible to solve the difficulties which now exist without any real damage to either AGMA or the Symphony Association. AGMA is disposed to be more than generous in overlooking certain features of this breach of contract because, in the first place, it was made possible by a minor negligence on the part of the Symphony Association and in the second place, was directly brought about and unwarrantedly aggravated by the arbitrary action of one individual who did not hesitate, for reasons understood best by himself, to place both AGMA and the Symphony Association in a very uncomfortable position by taking advantage of the omission of the Symphony Association to insert in his contract a clause requiring his membership in AGMA.

The circumstances leading up to the breach of contract by the Symphony Association are as follows:

The first contract between AGMA and the Association which began on October 15th, 1937 and expired on October 15th, 1938, provided that all artists appearing in the Hollywood Bowl or with the Los Angeles Philharmonic Orchestra should be members of AGMA in good standing. Three specific exceptions were made to this. "AGMA-Shop" provision in connection with three artists who were under contract to the Association prior to the date of the contract between the Association and AGMA. These three artists were Josef Hofman, Artur Schnabel, and Adolf Busch and they were exempted for the season 1937-38 only.

The second contract between AGMA and the Association, which was in reality a renewal of the original contract with certain minor changes, was signed September 22nd, 1938, so that the contractual relationship was continuous and there was no period during which the Symphony Association was not obligated to require the artists whom they engaged to be members of AGMA in good standing.

However, in engaging artists for the 1938-39 season, prior to the renewal of the AGMA contract on September 22nd, 1938, the Symphony Association failed to insert in each artists' contract a provision requiring his AGMA membership. This was the negligence referred to above. It was, in a sense, a minor negligence because as it happened, only

three or four of the artists engaged by the Association were non-members, and the Association took it for granted that each of them would, without question, become a member before the time of his performance.

One of these non-members was Yehudi Menuhin.

At the time of the renewal of the contract on September 22nd, 1938, the Symphony Association informed AGMA that it had neglected to protect itself in this matter and AGMA agreed to extend every reasonable cooperation to the Association in the unlikely event that any of these artists should refuse to join.

It must be clearly understood, however, that contrary to certain reports in the press, no exemption was granted at this time in connection with these artists. It was merely understood that every reasonable cooperation would be given. AGMA had, of course, cooperated to the extent of granting a temporary exemption in one or two previous cases, and it is possible that the Board of Governors, in the case of Yehudi Menuhin would, upon his refusal to join, have granted a similar temporary exemption in order to avoid embarrassing the Symphony Association, if circumstances had permitted their doing so. Circumstances, however, did not, and it is easy to understand why.

On October 3rd, at the particular request of the Symphony Association, which feared some unpleasantness in his case, AGMA wrote Yehudi Menuhin, informing him of our contract and inviting him to join with his colleagues as an AGMA member.

This letter was replied to on October 16th by Moshe Menuhin, the father of Yehudi Menuhin. The choleric character of Menuhin's attitude throughout this affair is evident from the opening paragraph.

After receiving this amazing letter, AGMA sent a copy of it to the Southern California Symphony Association and conferred with the Association as to the best means of correcting some of the apparent misconceptions contained therein, and of clarifying for Mr. Menuhin the reasons for our requirement that he become an AGMA member, in accordance with our contract.

Menuhin, however, lost no time in communicating with the newspapers, and in issuing a statement attacking the Guild and stating that he had no intention of abiding by the terms of AGMA's contract. In this first statement appears the ponderous declaration that to require him, Yehudi Menuhin, to belong to AGMA was like requiring "Christ and His Apostles to have union cards."

This statement, and the statements which followed frantically, more vitriolic and malicious with each new edition of the newspapers for the next several days preceding his concert, obviated, of course, any possibility of his being granted a waiver for his performances, particularly since he publicly stated that he "would not accept any personal waiver or dispensation."

Throughout this trying period AGMA and the Symphony Association, in the person of Mrs. Leiland Atherton Irish,

(Continued on Page 8)

The time has come, the Walrus said, to talk of many things; of shoes and ships and sealing wax, and cabbages and kings.—LEWIS CARROLL

Peace, peace, Mercutio, peace! Thou talk'st of nothing—ROMEO AND JULIET.

“**Y**EHUDI MENUHIN honestly believes that AGMA has one wish to dictate to control approve disapprove every artistic and professional step of the free lance independent solo concert artist exactly as it does the economic and political interests of the regularly employed salaried musicians ballet dancers chorus girls movie and opera stars with whom Yehudi Menuhins career never comes in contact and with which he has no common denominator and therefore no phase of any collective bargaining.”

“**AM I GOING TO SANCTION THESE DEGRADING AND REVOLTING TACTICS TO SERVE SOME UNHOLY OR PERSONAL PURPOSE OF SOME AMBITIOUS AGMA OFFICER OR PAID AGENT?????**”

“You, Dr. Koussevitzky, like a good many others, must have been persuaded to join AGMA, on the ground of generosity and Fraternity “To help the less fortunate fellow Artists.” I wish to assure you that were that the only purpose of AGMA my son Yehudi would have been among the very first to give his name and support to such a Fraternal organization! You do not know, I am sure, to what ignoble, violent, and revolting deeds, your great and noble name is being exploited in furthering mysterious and negative purposes!”

“The first time AGMA was introduced to Yehudi Menuhin was when the Father and Vice-President of AGMA paid a visit to him at a Hotel in New York 2-3 years ago. The very first shot and argument he used was startling: “**ALL OUR MANAGERS ARE OUR ENEMIES. THEY ROB US! WE MUST FIGHT THEM: WE MUST CONTROL THEM!**”

It was a shocking blow to Yehudi Menuhin, and must have been to many a happy Artist, who enjoy the most delightful and devoted and intimately friendly relations with their respective Managers!”

“Whatever benevolent principles may be professed,” he said, “they are not worth considering if it involves dealing with people who are not honest, straightforward and capable of dealing above-board.”

“In New York City, like an Inquisitor, sat in Judgment the Vice-President, over his Board of AGMA Directors, the two life long friends Jascha (Heifetz) and Mischa (Elman) . . .”

“I chose forever to remain a free-lance, purely musical Artist whose Art has nothing to do with Actors, Choruses, Ballet Dancers, Scenario Writers, Movie Operators, or Extras; my unique Solo career never brings me in contact with other Associates in other fields of equal or inferior standing. . . .”

“**I HAVE HEARD OF OTHER ARTISTS BEING COERCED INTO JOINING AGMA, AND I CONSIDER SUCH TACTICS DEGRADING!**”

“My particular case versus ‘AGMA’, or ‘AGMA’ versus Yehudi Menuhin, is really, the case of solo concert Artists who are also Hollywood and Opera Stars and whose personal and professional interests are involved directly in collective bargaining problems, versus the pure Solo Concert Artist who would not sell his Art to Hollywood; who is within himself on the concert Stage the “whole show”, to use a vernacular expression!”

“Insulting, disrespecting, assaulting and aspersing a Great American Artist meant nothing to them as long as they may win his head!”

“At that time he declared he was not opposed to the principles of trade unionism, but did not believe they applied in the case of a solo artist. Yesterday, while reaffirming this belief, he attached the Guild with the assertion that, under existing circumstances, the organization ‘is bound to go off on a tangent and become a racket.’”

“. . . One of the local henchmen who had only this to say: ‘**WE WILL SEND THE POLICE AFTER MENUHIN EVEN WHEN HE LEAVES AMERICA AND PLAYS AT THE ROYAL ALBERT HALL IN LONDON, ENGLAND. . . .**’”

“From Chicago one day the News Agencies carried publicized statements issued by the President of AGMA that he is ‘Today phoning his friend Mr. Menuhin and will explain to him the noble purposes of AGMA.’ He of course never phoned, nor did Mr. Menuhin need other explanations than the above Ultimatums to know of the noble purposes of AGMA. The publicity however must have meant something to the noble Artist.”

“The day of the recital, the local Manager came in indignant and up in arms. It seems that an innocent member of AGMA in Los Angeles came to him with a tale of woe, and, even if it only was a deliberately spread rumor instead of an official Ukase, the fact must be registered on the Debit side of AGMA that it has given secret but strict Orders to its local members that he who attends the Menuhin recital will be fined \$100.00! The poor fellow asked for a refund of his tickets, although he said he hated to miss that recital.”

“To the Foreign Artists AGMA has Another argument: ‘**THIS IS OUR COUNTRY, WE WILL CLOSE THE GATES OF AMERICA TO YOU. JOIN AGMA AND WE WILL PROTECT YOU!**’”

“It is just as if you demanded that husbands and wives had Union cards and regulations to govern their privileges and duties together; or, as if the Poets and Prophets of old or Christ and the Apostles had been forced to get Union cards and be submitted to blind Union discipline!”

“The case of AGMA’s sudden violent and scandalous assault on Yehudi to force him.” Etc. . . .

[The above paragraphs are extracts from letters, statements, etc., issued and written by Yehudi and Moshe Menuhin, and from press interviews given by them]

NEGOTIATIONS ON WITH COLUMBIA *and* N.B.C.

SINCE the beginning of October, 1938, negotiations have been carried on between AGMA and the two Artists-Manager combines, Columbia Concerts Corporation and NBC Artists Service.

These negotiations have now come to a vital point. They are, at the time of writing, temporarily halted and AGMA is, in a series of meetings held in New York, informing its membership of the details of the negotiations thus far, inviting discussion by the membership of the "seventeen points" embodying the artists' demands which have been negotiated between AGMA and the Managers, and solidifying its position in preparation for the resumption of negotiations at the beginning of the year.

At the same time Columbia Concerts Corporation is carrying on a determined campaign to influence the opinions of the artists under its management in regard to the negotiations. To this end Columbia Concerts Corporation has sent a circular letter of some twenty pages to a large number of artists, in which they give an "explanation" of certain of their activities concerning which questions have been raised by AGMA, and in which they attempt to convey the general impression that the artists are unwise in taking steps to regulate the activities of their manager-agents.

In addition to this, Columbia Concerts Corporation has summoned the artists under its control to a meeting on Sunday, December 18, for the purpose of giving them "the opportunity to ask with the completest frankness any questions" that they may have in their minds. At the time of writing, this meeting has not yet taken place.

No attempt will be made here to discuss any of the points at issue between the artists and their managers or to treat any of the matters concerning which negotiations are now going forward. The purpose of this article will be, rather, to discuss the negotiations themselves, the way they came about, and the various turns of events since they began, so that the membership may, in thinking about these negotiations or speaking about them or participating in them, have a full understanding of what is going on and a proper psychological approach.

To much is being said about AGMA's desire to "kill the managers"; to "put them out of business". This psychology is being fostered by the managers themselves in the literature that they are now circulating.

AGMA's members are fully aware of the important

function performed by managers in the concert business and they are aware of the benefits to be derived from such institutions as the Community and Civic concert courses. But they are also aware of certain unhealthy conditions and certain malpractices, and of a growing tendency toward monopoly in the concert business which threatens destruction to the independence of the managers as well as the artists.

It must be thoroughly understood that AGMA is combating a condition and not a group of personalities. We believe that, fundamentally, if all interfering factors are removed, the interests of manager and artist are—as has so often been reiterated—one.

What the artists are trying to do in these present negotiations is to make this oneness of purpose a fact as well as a theory.

HOW THE NEGOTIATIONS STARTED

To begin with, it will be well to clear up a misunderstanding which seems to exist in regard to how and why these negotiations began. It seems to be an opinion, fortunately limited to a very few people who are out of touch with the situation, that AGMA has descended wrathfully on the two managerial combines with a set of arbitrary demands embodied in their "seventeen points".

As a matter of plain fact, the negotiations were begun and the seventeen points submitted at the express request of the legal representatives of NBC Artists Service and Columbia Concerts Corporation.

During the summer, the Screen Actors Guild had drawn up a schedule of regulations covering the activities of Hollywood agents in the motion picture industry. This Screen Actors Guild plan provided for the issuance of licenses to all agents qualified to represent SAG members. As is well known, Columbia Concerts Corporation and NBC Artists Service had recently opened large offices in Hollywood with the intention of entering on a large scale into the business of representing Actors as well as Concert Artists in motion pictures, in competition with already established motion picture agents. This, of course, meant that they must satisfy Screen Actors Guild's requirements.

One of the policies of Screen Actors Guild, however, is that no group may act as the agent of a SAG member which acts also in the capacity of employer, or is an affiliate or subsidiary of an employer (as is the case with NBC Artists Service and Columbia Concerts Corporation as subsidiaries of the broadcasting com-

panies). It was necessary, therefore, for Columbia Concerts Corporation and NBC Artists Service to request a special dispensation for themselves. Screen Actors Guild informed the two groups that their request for a dispensation might be considered more favorably if they had an agreement with AGMA covering their activities in the concert field. The two groups thereupon communicated with AGMA and requested that we open negotiations with them, looking toward the establishment of mutually satisfactory regulations.

THE ARTISTS-MANAGERS COMMITTEE

AGMA agreed to open negotiations immediately in spite of the fact that it had not planned to negotiate at that time and its demands were not fully ready for presentation.

A committee was immediately formed consisting of the most active concert artists under the management of NBC Artists Service and Columbia Concerts Corporation who were available in New York to serve upon it. This committee was known as the AGMA Artists-Managers Committee and held nine meetings during the month of October. The result of these meetings was the formulation of the "seventeen points" presented to the managers for consideration and referred to and answered by Columbia Concerts Corporation in its recent letter to the Artists.

It would be well to repeat and emphasize here that these seventeen points were drawn up and decided upon by the artists themselves, meeting in committee, and later were approved by the Board of Governors before they were presented to the managers by the negotiators. During the course of the negotiations AGMA's representatives adhered strictly to the instructions given them by the Artists-Managers Committee and the Board of Governors.

THE NEGOTIATING COMMITTEE

When the artists' demands were prepared and the time came to present them to the two Combines, it was decided that the artists should not be required to negotiate these demands directly with their managers because it was felt that any artist would be in a disadvantageous position if he thus exposed himself.

The Board of Governors therefore appointed a Negotiating Committee consisting of Leo Fischer, Executive Secretary of AGMA, Henry Jaffe, Counsel, Ernest Charles and L. T. Carr.

We will not attempt here to report the details of these meetings or the substance of the conversations between the two Negotiating Committees. This ground has been covered at membership meetings and will be further elaborated upon in subsequent communications and later issues of the Magazine as the negotiations proceed.

AGMA

THE FEDERAL COMMUNICATIONS COMMISSION MONOPOLY HEARINGS

There is one further matter of importance concerning which the membership should be completely informed before the negotiations go any further.

The Federal Communications Commission, entirely independently of the AGMA-Manager negotiations, had instituted in Washington a general investigation of the practices of Columbia Broadcasting System and National Broadcasting Company.

In several of the earlier meetings between the negotiating committees of AGMA and the Managers, the attitude of the Managers was such that AGMA's representatives felt that they could not proceed to any advantage with the negotiations unless the seriousness of AGMA's purpose was fully understood. It was thereupon decided by the Board of Governors that AGMA should petition the Federal Communications Commission to be allowed to intervene in the Commission's hearings in order to bring to the attention of the Commission evidence in AGMA's possession that Columbia Concerts Corporation and NBC Artists Service were carrying on monopolistic practices in the concert business which worked directly to the detriment of the business and the artists engaged in it.

AGMA's intention to intervene in the FCC hearings was communicated to the managers before the petition of intervention was filed and the legal representatives of the managers declared that they had no objection to AGMA's taking this step. As a matter of fact, when AGMA offered to postpone its intervention, pending the consideration of an offer of concession by the managers in regard to AGMA's demand that the managers' books be opened to the artists, the managers urged AGMA not to postpone its intervention.

AGMA's petition of intervention was subsequently approved by the FCC. Since that time the managers have expressed their concern over these monopoly charges. This concern is, we believe, quite natural. However, it is AGMA's sincere conviction that to eliminate monopoly in the concert business and to free the managers themselves from the stringent control which is exercised over them by the broadcasting companies would be to work an incalculable advantage for the concert business, the artists and their managers.

MEMBERSHIP MEETINGS

AGMA has held several meetings of its membership during the course of these negotiations to report to them on the progress being made.

At the first of these meetings, held on November 27

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Page Five

THE WEST COAST

Ernest Charles Returns to West Coast Office Nominations for Next Year's Executive, Chorus and Ballet Committees Annual Election Meeting, December 18th

DURING the last three months (September, October, and November) the New York and the Hollywood offices of AGMA have exchanged executive Personnel and, while Ernest Charles worked in the New York office, the Hollywood office was under the charge of L. T. Carr. Mr. Charles has now returned to Hollywood and Mr. Carr to New York.

During these three months many things of importance occurred on the West Coast.

AGMA CHORUS SCHOOL

The Chorus Membership of AGMA, at a meeting held during the summer decided to form a school in which they could improve themselves in repertoire and in familiarity with the stage business of the various operas which were scheduled to be presented at the Hollywood Bowl and elsewhere. This project was encouraged by the West Coast Executive Committee of AGMA which fully appreciated the fact that the more capable the chorus became the more justified it would be in asking for increased compensation and improved working conditions.

Accordingly, the "Chorus Educational Committee" was appointed to investigate the possibility of establishing such a school. This Committee was composed of Hilda Romaine, Edward Fadem, and Jose de Arratia. As a result of the efforts of the "Chorus Educational Committee" and of bids presented to them by various chorus directors. Dr. James K. Guthrie was engaged to conduct the classes of the AGMA Chorus School.

A large number of AGMA members have enrolled and several classes have already been held. Through careful planning on the part of the Chorus Educational Committee and as a result of the willingness of all concerned to cooperate fully in order to assure the success of the project, the cost to each member of the School is surprisingly low—\$7.00 for six months. All West Coast members who have not already enrolled in the School are urged to do so immediately so that they may begin the study of the second opera which is to be taken up by the School.

This project is ample evidence of the seriousness of purpose of the AGMA Chorus Membership and they are to be congratulated on their farsightedness and progressiveness.

CONCERT AND CLUB COMMITTEE

The West Coast Executive Committee at its meeting on November 25th appointed the AGMA "Small Concert and Club Committee" consisting of

| | |
|--------------------|-----------------------|
| WYNNE DAVIS | ELINOR MARLO |
| RUSSELL HORTON | RADIANA PAZMORE |
| RUTH HOWELL | LUCY MAY STORY |
| DOROTHEE JARNAC | ELEANOR REMICK WARREN |
| RUTH TERRY KORCHIG | TUDOR WILLIAMS |
| | MAURICE ZAM |

This Committee will, during the next few weeks, conduct an exhaustive investigation into the small concert and club activities on the West Coast, compiling statistics regarding

the average fees received by artists in this type of engagement and listing the most important problems encountered by artists in connection with these performances.

A schedule of minimum fees for various types of performances and of employment regulations designed to remove the abuses and difficulties which now exist, will then be drawn up and put into effect.

MEMBERS SHOULD REPORT ENGAGEMENTS

The West Coast membership has already received notification of a rule of the Executive Committee requiring them to report all engagements or offers of employment by organizations not under contract to AGMA to the AGMA office and to secure the approval of the office before accepting such engagement. You are urged to cooperate with AGMA fully in this matter as only in this way can we protect you against exploitation by irresponsible impresarios and organizations.

Strict attendance to this rule may save you many an unfortunate experience. Information received in this way will also be of great value to your Concert and Club Committee. Such information will, of course, be held in strict confidence if this is requested.

ANNUAL ELECTION

The West Coast membership is holding its Annual Election Meeting on December 18th. This meeting will undoubtedly have taken place before this copy of the magazine is in the hands of the membership. For the information of other members, however, the names nominated by the Nominations Committee for election to the Executive, Chorus and Ballet Committees are listed below. These nominees will undoubtedly be elected by the membership on December 18th.

FOR ELECTION TO THE EXECUTIVE COMMITTEE:

| | |
|-------------------------|---------------------------------------------------------------------------------------------------------------|
| Chairman..... | MAREK WINDHEIM |
| Vice-Chairmen..... | ANDRES DE SEGUROLA RICHARD HAGEMAN |
| For Committee Members.. | MARIO CHAMLEE ADOLPH BOLM RADIANA PAZMORE ALEXANDER STEINERT WILHELM VON WEMETAL JOHN W. GREEN |

CHORUS COMMITTEE:

| | |
|------------------------|---------------------------------------------------------------------------------|
| Chairman..... | HILDA ROMAINE |
| Vice-Chairman..... | SAUL SILVERMAN |
| Committee Members..... | JOHN RADIC PAUL KEGLEY MAUDELENE SMITH RODERICK ROSS DOROTHY SHAFER |

BALLET COMMITTEE:

| | |
|------------------------|--------------------------------------------------|
| Chairman..... | CHARLES TESKE |
| Vice-Chairman..... | FLORENCE GORDON |
| Committee Members..... | MELISSA BLAKE DAVID TIHMAR PEGGY OLDERSHAW |

FOURTH ANNUAL MEETING AND ELECTION

Wednesday, January 4th, 1938, at 2:30 P.M.

IN THE GRILL ROOM OF THE HOTEL PLAZA
59th Street and Fifth Avenue, New York City

At this meeting the Officers of the Guild will be elected for a two year term (1939-41).

Seventeen members of the Board of Governors will also be elected to serve terms of from one to three years.

The Nominating Committee, consisting of

RUTH BRETON, *Chairman*
EVA GAUTHIER LEON ROTHIER
LAWRENCE POWER and ARMAND TOKATYAN

meeting in accordance with the provisions of the Constitution, nominated the following members for the various positions which are to be filled.

| | |
|--------------------------------|------------------|
| For President..... | LAWRENCE TIBBETT |
| For First Vice President..... | JASCHA HEIFETZ |
| For Second Vice President..... | RICHARD BONELLI |
| For Third Vice President..... | MARGARET SPEAKS |
| For Fourth Vice President..... | FRANK SHERIDAN |
| For Fifth Vice President..... | DANIEL HARRIS |
| For Recording Secretary..... | QUEENA MARIO |
| For Treasurer..... | FRANK LA FORGE |

* For Members of the Board of Governors to serve for a term to be decided by lots cast under the direction of the Board.

| | |
|------------------|------------------|
| ZLATKO BALOKOVIC | EZIO PINZA |
| MISCHA ELMAN | LAWRENCE POWER |
| ELIZABETH HOEPEL | NINO RUISI |
| JULIUS HUEHN | ERNEST SCHELLING |
| EDWIN HUGHES | GEORGIA STANDING |
| JOSE ITURBI | ARMAND TOKATYAN |
| ERNST LERT | DON VOORHEES |
| LAURITZ MELCHIOR | MAREK WINDHEIM |
| JAMES MELTON | |

* Because of the increase in the number of members of the Board of Governors provided for in the new Constitution, this method of determining the tenure of office of members of the Board elected at this election is set forth in the Constitution. In subsequent elections the regular procedure will again be followed and nine Board members will be elected each year for three year terms.

In addition to these elections, other regular Guild business will be acted upon at this meeting as provided in the Constitution.

In addition, matters of current interest and importance will be discussed and voted upon.

DO NOT FAIL TO ATTEND THIS MEETING

If you cannot be in New York on January 4th do not fail to mail in your ballot in accordance with the instructions contained in the letter of notice which has been mailed to you.

MERRY CHRISTMAS! AND A JOYOUS AND SUCCESSFUL NEW YEAR

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Official Organ of the
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FIFTH AVENUE • NEW YORK, N. Y.

THE SOUTHERN CALIFORNIA SYMPHONY ASSOCIATION *(Continued from Page 2)*

cooperated closely in a desperate attempt to avoid, or at least to mitigate the results of this deliberately stirred-up furor. Unfortunately, Menuhin's consistent and sustained assault and the inevitable distortion and inaccuracy of the press barrage removed, bit by bit, any hope which AGMA and the Association had of saving the situation.

At the last moment the Symphony Association applied to AGMA's Board of Governors for a waiver in favor of Yehudi Menuhin, which the Board, in order to protect the vital interests of AGMA, was constrained to deny. The Association thereupon permitted Menuhin to appear, thus violating its contract with AGMA.

There was, of course, one course open to AGMA which would in one way have prevented the injury done to the Guild. This was to obtain the support of our affiliated unions and to have made the presentation of the concerts impossible. In view of the fact, however, that the Symphony Association as well as AGMA was a victim in the matter and that to have prevented the concert would, in a sense,

NEGOTIATIONS ON WITH COLUMBIA AND N.B.C. *(Continued from Page 5)*

at the Hotel Plaza, the one hundred eighty artists present, after hearing the report of the negotiators and of the Board of Governors, voted unanimously to express their confidence in the Board and in the Negotiating Committee.

Between the second meeting held on December 11 and the third meeting scheduled for December 27 the artists have been summoned by Columbia Concerts Corporation to

also have allowed the public to become victimized, this course was not followed.

Now we are faced with the problem of rebuilding our relationship with the Symphony Association so that the whole matter will be settled before the beginning of the Hollywood Bowl season next summer. To this end AGMA has made, and is prepared to make every reasonable concession. We have informed the Association that we would be satisfied to resume the performance of our contract if the Association will—

1. Formally acknowledge its fault to the extent of having neglected to provide in Menuhin's contract for his AGMA membership.
2. Guarantee that this omission will not occur again.
3. Reimburse AGMA for the expenses, in the amount of some hundreds of dollars, which were necessitated by this occurrence.

We are confident that the matter can be satisfactorily settled in this way so far as AGMA and the Association are concerned.

Menuhin's actions are a separate consideration and will be dealt with separately. We do not hold the Association in any way responsible for them.

a meeting under its auspices on December 18 as described above.

It is hoped that the artists at this meeting called by Columbia will learn something of value and importance.

There can at any rate be no question that the final result of these negotiations with the managers and of the hearings being conducted by the Federal Communications Commission will be one of the most advantageous things that has happened to the concert business and to the artists engaged in it for many years.