

Dramatists Bulletin



FOR MEMBERS OF THE DRAMATISTS GUILD, 6 EAST 39th STREET, NEW YORK, NEW YORK

VOLUME 1. NUMBER 3

DECEMBER 1960

A CALL FOR PLAYWRIGHTS

By Paul Green

For several years now and quite some distance from Broadway I have had the privilege of participating in theatre work out in the provinces and among the people--assisting at the building of amphitheatres in different parts of the country and writing and producing plays in them--plays which I have chosen for some time to designate as symphonic dramas.

By the term "symphonic"--and it does seem a little highfalutin--I mean a sounding together in the Greek sense of the words--that is, any or all of the ingredients of theatre art being used, when needed, to work together for the completest and most imaginative expression of the script possible--music, folksong, dances, masks, amplification, mental speech, film strip, dreams, pantomime, puppetry, or whatnot, along with stylized scenery, costumes and property, again when needed--a true democracy of art.

And always there is music, music!

For music, inherent in all things, is the poetry of the world, and a scene or an action or a word can be fired to extra sensitivity and intensity and loveliness when infused or steeped or bathed in it.

These plays, however experimental and inelegant for the present, are created out of the very life of the American people whom they celebrate--out of their heritage and history, their folklore and legends, customs and practices, ideals and beliefs, religions and superstitions. And most often good use is made of the folksongs and folkdances which have grown up as part of
(See P. 2)

QUOTES

From "Writer's Roundtable"

"Writers are most fortunate of all in not having to retire when they grow older. Like actors, they may have a big public, but the public does not care how writers look. The thoughts of sixty or seventy are not absurd or pitiable as faces of the same age may be revealed to a great public. If you embrace the writing profession it is a close and long embrace. It lasts for life and may be as vital at the end of life as it was in the first young approach." - Margaret Culkin Banning

* * * * *

"I have often been moved to wonder why writers have chosen for discussion people who seem so abysmally dull, but since I have rarely met a real human being who did not offer some quality of interest if sufficiently studied I am forced to the conclusion that the writers' rendering of such characters is to fault. Since I prefer to sit down with a genuinely interesting personality in life for an hour's conversation, the more interesting the fictional character of a story is the more likely I am to be attracted."
- Margaret Cousins

* * * * *

"Habits of work are as essential for the writer as for any worker, and perhaps more so, for he has no one to make him work. He has no aid in foreman or superintendent or factory or schoolhouse. He is his own boss, and that is the hardest boss of all, because that boss is also the worker. It takes a perfected self-discipline, this job of being a writer." - Pearl Buck

PLAYWRIGHTS (Cont'd)

these people's living environment--even if a composer and choreographer may have to work them over for fitting in with the texture and feel of the play.

The financial support in the different localities for these plays has been surprising. Bankers, businessmen, teachers, workers, chambers of commerce, women's clubs, and in some cases the states themselves as for instance North Carolina, Virginia and Kentucky, have come forward time and time again with funds for the building of the amphitheatres and the underwriting of the productions.

There has always been the hope, of course, that each of these symphonic dramas would prove to be of long continuance and self-sustaining. And many of them have fulfilled this hope--for example, "The Lost Colony" which opened in 1937 and has played summer after summer since, "The Common Glory", "The Stephen Foster Story" and Kermit Hunter's two fine historical pieces "Unto These Hills" and "Horn In The West."

Over the years millions of Americans have paid millions and millions of dollars for tickets to see these shows. They like them. They find that they say something they want to hear and show something they want to see.

Nearly every day now new and enthusiastic outdoor drama projects spring up somewhere in the land. It looks as if this type of theatre is about to become something of a movement. I hope so.

The people of St. Augustine, Florida, to mention one instance somewhat typical, are now planning for a symphonic drama in their city, and the other day the chairman of the sponsoring committee showed me two sheets of paper on which were one hundred and twenty names of local citizens, each pledging one thousand dollars towards the amphitheatre and the production.

"We expect to raise two hundred and fifty thousand without any trouble," he added jubilantly. And I believe they will.

Right now I know of at least twenty cities and localities across the country from Maine to California and Florida to Oregon that are needing and asking for help and guidance in the building of amphitheatres and writing and producing this sort of play. And there must be dozens and dozens which I know nothing about.

So far we have been able to staff our productions with good directors, actors, singers,

dancers, choreographers, costumers, designers and technicians from the different universities, colleges and civic theatre groups in each particular region where the plays are being produced. Sometimes though we have to draw extra and special talent from New York and other big cities.

And everybody gets paid.

I think the drama departments in our different educational institutions as well as the various acting and studio groups in New York and elsewhere might well turn their attention to training their young people for this work--as well as for Broadway--and with equal profit and merit perhaps.

The greatest need is for playwrights!

Is there anything that the Dramatists Guild or ANTA or anybody else for that matter, can do to get the young talented playwrights now congregated around Times Square to turn their attention outward into the country. Wonderful jobs are waiting there--waiting for their now, it seems, somewhat idle hands.



- GOOD IDEAS -

Many plays of the past, even if unsuccessful at the time they were produced, had good ideas and still have sufficient merit to warrant renewal of the copyright.

The copyright law prescribes that application for registration of renewal of copyright must be made during the last year of the original 28 year term, measured from the exact date on which the original copyright began. In other words, the application and fee should not be submitted until after the end of the 27th year of the first term and they must be received in the Copyright Office before the end of the 28th year.

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The play you save from public domain may still have a live idea.

HAPPY SRO HOLIDAYS

"Advise and Consent" by LORING MANDEL
from *Allen Drury's* novel

"All the Way Home" by TAD MOSEL
from a *James Agee* novel

"A Taste of Honey" by SHELAGH DELANEY

"Bye Bye Birdie" by MICHAEL STEWART,
LEE ADAMS, CHARLES STROUSE

"Camelot" & # "My Fair Lady" by
ALAN JAY LERNER, FREDERICK LOEWE
suggested by a *T. H. White* novel
* from a *G. B. Shaw* play

"Critic's Choice" by IRA LEVIN

"Do-Re-Mi" by GARSON KANIN, JULE STYNE,
BETTY COMDEN, ADOLPH GREEN

"Fiorello" and # "Tenderloin" by JEROME WEIDMAN,
GEORGE ABBOTT, JERRY BOCK, SHELDON HARNICK
* from *Samuel Hopkins Adams' novel*

"Gypsy" by ARTHUR LAURENTS,
STEPHEN SONDHEIM, JULE STYNE
* from *Gypsy Rose Lee's memoirs*

"Invitation To A March" by ARTHUR LAURENTS

"Little Moon of Alban" by JAMES COSTIGAN

"Love and Libel" by ROBERTSON DAVIES

"Period of Adjustment" by TENNESSEE WILLIAMS

"Send Me No Flowers" by NORMAN BARASCH,
CARROLL MOORE

"Take Me Along" by JOSEPH STEIN,
ROBERT RUSSELL, BOB MERRILL
from a *Eugene O'Neill* play

"The Best Man" by GORE VIDAL

"The 49th Cousin" by FLORENCE LOWE,
CAROLINE FRANCKE

"The Hostage" by BRENDAN BEHAN

"The Miracle Worker" by WILLIAM GIBSON

"The Music Man" by MEREDITH WILLSON
based on a story by *Mr. Willson and Frank Lacey*

"The Sound of Music" by RICHARD RODGERS,
OSCAR HAMMERSTEIN II, HOWARD LINDSAY,
RUSSEL CROUSE

"The Tenth Man" by PADDY CHAYEFSKY

"The Unsinkable Molly Brown" by
RICHARD MORRIS, MEREDITH WILLSON

"The Wall" by MILLARD LAMPELL
from *John Hersey's novel*

"Toys in the Attic" by LILLIAN HELLMAN

"Under the Yum-Yum Tree" by LAWRENCE ROMAN

"Wildcat" by N. RICHARD NASH, CY COLEMAN,
CAROLYN LEIGH

ROAD PRODUCTIONS

"A Majority of One" by LEONARD SPIGELGASS

"A Raisin In The Sun" by LORRAINE HANSBERRY

"A Thurber Carnival" by JAMES THURBER (London Next)

"Andersonville Trial" by SAUL LEVITT

"Conquering Hero" by LARRY GELBART,
MOOSE CHARLAP, NORMAN GIMBEL

"Destry Rides Again" by LEONARD GERSHE, HAROLD ROME
based on a story by *Max Brand*

"Fiorello" by JEROME WEIDMAN, GEORGE ABBOTT,
JERRY BOCK, SHELDON HARNICK

"Five Finger Exercise" by PETER SHAFFER

"Flower Drum Song" by JOSEPH FIELDS, OSCAR HAMMERSTEIN II,
RICHARD RODGERS, from *C. Y. Lee's novel*

"J.B." by ARCHIBALD MAC LEISH

"La Plume de Ma Tante" by ROBERT DHERY

"My Fair Lady" by ALAN JAY LERNER,
FREDERICK LOEWE, from a *G. B. SHAW* play

"Once Upon A Mattress" by DEAN FULLER, MARSHALL BARER,
JAY THOMPSON, MARY RODGERS

"The Music Man" by MEREDITH WILLSON
based on a story by *Mr. Willson and Frank Lacey*

"The Pleasure of His Company" by SAMUEL TAYLOR with
CORNELIA OTIS SKINNER

"Three Penny Opera" adapted by MARC BLITZSTEIN from
Berthold Brecht and Kurt Weill's musical

"West Side Story" by ARTHUR LAURENTS,
STEPHEN SONDHEIM, LEONARD BERNSTEIN

"The World of Suzie Wong" by PAUL OSBORN
based on *Richard Mason's novel*

PLAYWRIGHTS (Cont'd)

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- SO MANY MINDS -

"I write plays to escape. When I get up in the morning, I don't want to read the paper or watch television or walk around. I get so bored. But the moment I begin writing the boredom stops. The work may be a torment, but it's never a bore. Work shouldn't be so compulsive - I should rest between things. But I have this restlessness.

"When I was a young man I had a bad series of heart attacks, which were probably an hysterical protest against working for a shoe company. A doctor said that I'd live to be 40 and now I'm 49. That may add to my feeling that I've got to get on with it. I no longer expect to drop dead, but I still wake up in the night, listening to the drumming of my heart."

Tennessee Williams

* * * * *

"It is odd, and comic to me, that most, or a good many present day plays flood out messages of misery, of hopelessness, of futility of life, and the somber messages are hailed as profound meditations, incontrovertible, showing life buttoned up into everlasting woe. Critic and reviewer often bathe their poor parched souls in their puking revelations, as Brutus and the conspirators bathed their hands in the blood of Caesar." - Sean O'Casey

* * * * *

"There are, of course, plays that have withered out of town and then blossomed in New York, but they are the exceptions rather than the rule.....It is that first audience that I most fear, for regardless of what miracles of writing may be undertaken and even brilliantly carried out, the actual fate of a play is almost always sealed by its first audience." - Moss Hart

The passing of Arthur Fisher, the Register of Copyrights, is a great loss to all creators and users of copyright material. He contributed throughout the protracted UNESCO negotiations in formulating and reconciling differences to complete the new Universal Copyright Convention. Before the House Judiciary Committee he vigorously supported the Authors League and ASCAP in their efforts to secure legislation compelling the payment of royalties to composers for juke-box use.

\$ \$ \$

"The universal regard for money is the one hopeful fact in our civilization, the one sound spot in our social conscience. Money is the most important thing in the world. It represents health, strength, honor, generosity, and beauty as conspicuously and undeniably as the want of it represents illness, weakness, disgrace, meanness and ugliness. Not the least of its virtues is that it destroys base people as certainly as it fortifies and dignifies noble people."

- George Bernard Shaw

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ACTORS FUND WEEK December 23rd through December 31st.

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The Bulletin wishes to thank those who so generously contributed to this issue.

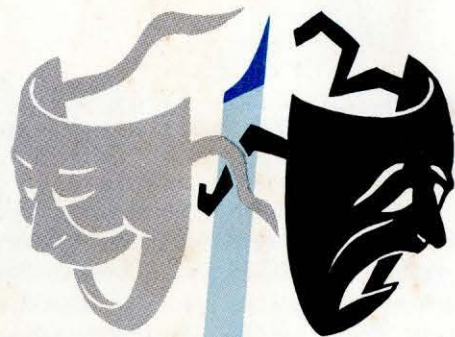
Philip Dunning - Editor

Dramatists Guild

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Dramatists Bulletin



FOR MEMBERS OF THE DRAMATISTS GUILD, 6 EAST 39th STREET, NEW YORK, NEW YORK

VOLUME 1, NUMBER 5

FEBRUARY 1961

WHAT DOES BROADWAY WANT?

By Millard Lampell

THE WALL is the first play I ever wrote, and I sat down to work on it prepared by advice from two battle-scarred veterans. Gazing at me with his crooked, half-blind smile, Sean O'Casey had said, "Lad, lad...the theatre is no place for a man who bleeds easy." And a successful producer had shaken his head and murmured wearily, "Do me a favor. Have your head examined."

Even in my innocence, the Nazi extermination of the Jews of Warsaw and the Ghetto revolt seemed a highly unlikely subject for Broadway.

One does not have to be an expert to know that what the American theatrical audience craves above all is a bright, bouncy musical. And in straight plays, what they flock to see is sex, sophisticated comedy, and sentimentality. A savage seduction, a fusillade of wisecracks, or a good cry with an upbeat ending.

As for the important plays of the last decade, more and more they have come to focus on the themes of isolation and defeat. The best of them are brilliant character portraits, miniatures painted in terrifying detail: lonely souls in a twilight landscape, crying into the deaf wind.

Man as a helpless victim. I do not deny that this is a truth of our time. But it is only one truth. There are others. There is understanding, and indomitable faith, and the rare, exultant moment when one human finally reaches out to accept another.

(See P. 4)

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A PAGE FROM S. N. BEHRMAN'S PORTRAIT OF MAX

Max spoke of the years between 1898 and 1910, when he was drama critic of the SATURDAY REVIEW. "Most of the plays then," Max told me, remembering them in tranquility, "were written by either Naomi Greckle or Mr. Tompkins"--generic names he had invented for indistinguishable playwrights. Max had suffered much from Naomis and Tompkinses at Herbert's house, long before he became a drama critic. Managers, especially actor-managers, didn't take kindly to reading; they preferred to have plays read aloud to them. Herbert would invite Naomis to his house and have them read their plays to him and his wife in the drawing room when he came back from his own performances. Often, Max was invited to listen, and shared his sister-in-law's agonies. Max used to dread these readings. He would watch a Naomi turn the reluctant pages of her typescript, and he would become involved in a breathless computation--comparing the number of pages that had been turned to the number that were still virginal. He would begin to "work out little sums in rule of three, with an eye on the clock. Disheartening little sums!" He learned to cultivate an expression, during these readings, of "animated receptivity." He also practiced occasional murmurs and ejaculations of a kind that had an ambiguous neutrality and that Naomi could interpret, hopefully, as expressions of pleasure.

Now, as Max and I talked, all that he remembered of these plays was that they had screens in them. The first stage direction usually read, "A Drawing Room in Mayfair. At back, right, a large Chinese screen." The nationality of the screens might vary but not their presence.

(See P. 2)

©1960, by S. N. Behrman (Random House)

PAY TV

F.C.C. announced decision to permit Hartford, Conn. Pay-TV test.

The Hartford Phonevision Co. proposes a three year test of subscription television at a cost of ten million dollars.



MODERN TRENDS by STANLEY GREEN

For the past three decades, the primary concern of the musical theatre has been in the strengthening of librettos and in the close integration of song and story. Good musical comedy songs accomplish this integration in three general ways: by creating the proper mood; by revealing character; and by advancing the plot. "Summertime," from PORGY AND BESS, and "Oh, What A Beautiful Mornin'," from OKLAHOMA, are used mainly for atmosphere. Billy Bigelow's "Soliloquy" in CAROUSEL expresses his deep desires and fears. "The Rain in Spain" is performed in MY FAIR LADY at a climactic moment to provide a musical outlet essential to the story. But almost every show has at least one number, such as "Shipoopee" in THE MUSIC MAN or "Brush Up Your Shakespeare" in KISS ME, KATE that is inserted solely as an applause-catching specialty, with little regard to its application to the story line. Frequently, too, plays dealing with musical or theatrical subjects avoid the awkwardness of having people break into song in the midst of a dramatic story by using the device of a show within a show; as in THE CAT AND THE FIDDLE, PAL JOEY, and GYPSY.

(See P. 4)

S. N. Behrman (Cont'd)

The moment you heard that stage direction, you knew that someone, ultimately, was going to hide behind the screen and overhear something disastrous. Max used to wait for the moment when someone got behind the screen, and once that had happened, he knew he could revert to his private thoughts. Naturally, as the younger brother of the great Herbert Beerbohm Tree, he kept meeting Naomi Greckle and Mr. Tompkins all the time. He also met all the leading and lesser mimes. (Max almost invariably referred to actors as mimes.) This intensive acquaintance in the theatrical world added to Max's self-disqualification for the job he took in 1898. In his introductory article, "Why I Ought Not to Have Become a Dramatic Critic," he argued it eloquently as part of his own brief for the prosecution, though without effect:

Of the literary quality in any play, I shall perhaps be able to say something, but I shall be hopelessly out of my depth in criticising the play itself. The mere notion of criticising the

HAVE A CARE!

By BERNARD SOBEL



Recently, John Crosby wrote a piece for the N. Y. Herald Tribune which made theatrical history. He castigated not only the entertainment, but also the audience which paid to see it; called them "slobs." It was probably the first attack of its kind ever perpetrated. And though it may have been disproportionate, it was certainly justified and inspired by a courageous effort to free American art and the American public from the vitiating bonds of conformity, a conformity that stifles original expression, particularly in the theatre.

Unfortunately the so-called "average American" desires only the conventional, whether it be trivial or momentous. He must have a white handkerchief edging his breast pocket. He must wear the hat which is displayed in the shop-window whether or not the brim fits his face or distorts it. Similarly, every woman must have a mink coat, the same perfume, the same lipstick, the same hair-do.

Everyone longs for a king-sized automobile, a college degree, a country club membership, a mention in the what-killed-society column and standardized culture. His guide to the theatre is the advertised quote and the publicized story. He can go to a show and enjoy it thoroughly. If, however, it is not a current

(See P. 4)

players simply terrifies me, not because I know (as, indeed, I do) nothing about the art of acting, but because I have the pleasure of personal acquaintance with so many players. One well-known player and manager is my near relative. Who will not smile if I praise him? How could I possibly disparage him? Will it not be hard for me to praise his rivals? If I do anything but praise them, what will become of the purity of the Press? Most of the elder actors have patted me on the head and given me sixpence when I was "only so high." Even if, with an air of incorruptibility, I now return them their sixpences, they will yet expect me to pat them on the head in the SATURDAY REVIEW. Many of the younger actors were at school with me. They will expect me to criticise them as an old playmate should....My whole position is unfortunate. I have the satiric temperament: when I am laughing at any one, I am generally rather amusing, but when I am praising any one, I am always deadly dull. Now, such is the weakness of my character that I cannot say in print anything against a personal acquaintance. I think I have met all the habitual playwrights in my time....



A LETTER FROM A PLAYWRIGHT IN PARADISE



Got your two notes today, enclosing the Phil Silvers-Nancy Walker reviews -- it's nice of you to keep me in touch and don't stop. Did you ever notice whenever anyone starts a new "trend" in musicals, the first guy in with the good old gravy starts counting up heavy. THE MUSIC MAN, and the DO RE MI shows are the same sort of fromage debris we used to create back when -- First Rate Talent equipped with the kind of stuff that brings it out to the greatest advantage, and nuts to logic or story line. The good old musical got herself confused with opera and Greek tragedy some years back, and people left the theatre a lot more doleful than they were when they entered. Most of the acting was done with feet and leaps instead of pratt-falls and lusty jokes that sent the audience in a body laughing to the nearest speakeasy. Thank God for the uninhibited clowns like Phil Silvers and Red Skelton. Things don't change -- just the cadence does -- and when you get across the bridge you fall back in step and onward, onward soldiers!

I've stuck you on the subscription list of the Crestline Courier. It's unique. It's the only newsless newspaper in existence. We up here on top of the mountain do not hanker to know about the UN, or Cuba, or firecrackers being shot off at Cape Canaveral. All we give a hoot about is that the water level of the lake does not go below a certain point and that it is always well-stocked with trout. We are more concerned with how fast the Maintenance boys can get out with their snow plows when it snows than we are with planes that fly across the country in three hours.

When Goodwin's market cuts the price of soup three cents it creates much more stir than the knowledge that Broadway scalpers are getting thirty bucks a throw for seats at "Do Married Men Make The Best Husbands?" or whatever new musical has just opened. Honest to God, the folks up here think TV Westerns are fun -- they give an entirely new viewpoint on a section of country and a form of life they have been living for generations.

I'd like to send you something for the Bulletin but you know I'm a gabby guy and keeping shots to 200 to 300 words, as you requested, is like asking Mickey Mantle to bunt. However they worked Webster's big job down to vest pocket size so nothing is impossible. But what have I got to offer? The world I used to live in is so far back and remote, and this new one is so much fun and so much less hectic and ulcerous that I have almost completely forgotten the old one.

When I left New York the last time a num-

ber of years back, I was accompanied by Mrs. Smith and what an eminent medical guesser described as a heart attack. While I didn't exactly believe the croaker I took time out to add and subtract a few facts of life and came to the conclusion that the glory and affluence of the Theatre was a pretty high price to pay for sudden death. So I pulled in my oars and we drifted up to the hills.

At the present moment I am seated in a comfortable cabin, surrounded by tall pines. Horses go by and dogs bark. There is a cloud hanging over the hills - the first cloud of the season up here - about six Empire State buildings above San Bernardino. In the corner of the room is a pot bellied stove named Mable that devours logs. But it gives out a friendly, cheerful warmth and keeps the chill out of the blains. What has Broadway got that will top this?

I remember once I was looked upon with awe because I had written a hit. Up here when I tell them I once was connected with the stage, they get the idea that I rode shotgun with Wyatt Earp. What can I say that would interest that sophisticated group who are madly scrambling for ideas to rehash or old jokes to remember? Let's face it, kid, I'm a hick -- a hick on a high mountain where you can stand on a promontory and see forty miles in all directions.

We have one theatre here, which in summer runs pictures that even the late late show would reject. In winter they use it to store mice.

It is a delightful place to live, the living is easy and you can get by on very little, as a bit of time you come to realize there are a million things that once were necessities that are totally non-essential. Little did I think twenty years ago that I would spend my demi-tasse days riding herd on a pot bellied stove.

I don't know what kind of weather you folks had for Christmas but in these parts it was a fall day in Indiana, the kind Jim Whitcomb Riley wrote about. Just a touch of frost was on the pumpkin, there wasn't a cloud in the sky, and when the folks left for midnight Mass, the stars seemed to hang down so low you felt like you could reach up and pet'em like a kitten.

I love the show clippings you send. They revive memories and make me eternally grateful to be where I am. Will shoot you something tomorrow to which you can add or subtract.

In closing, the usual wish that 1961 will bring what 1960 forgot. Keep your scissors and blue pencil sharp.

Best as ever,
Paul Gerard Smith, P.O.Box 796, Crestline,
California January 3, 1961

 S. Green (Cont'd. from P. 2)

In achieving a skillful blend of song and story, the modern musical theatre utilizes all the available arts of stagecraft. No matter how these arts are combined, however, the plots of musicals are still frequently variations on well-tested formulas. The most persistent theme of all has been the Pygmalion legend, or its almost indistinguishable parallel, the Cinderella story.

- From THE WORLD OF MUSICAL COMEDY
©1960, Ziff-Davis Publishing Co.

B. Sobel (Cont'd. from P. 2)

hit, he grieves and grieves because he'll have to admit, at the next dinner party, that he hasn't seen it.

His attitude toward books is comparable. If he hasn't read the best seller, he doesn't rate. Who gives a Lincoln penny for an unknown author or the books of yesterday -- Balzac, Thackeray, Joseph Conrad and fast-fading Somerset Maugham? They don't meet the conformity test as conversation pieces.

What is going to happen to a public that flocks to see a million-dollar-picture cinema queen, disdaining the unknown director, player, novelist and dramatist?

Is the joy of discovering and encouraging new forms of artistic expression being lost?

John Crosby was brutal but he had a point; and every living worker in the arts will hope that his castigating will alert a sheep-like public into becoming its own open-eyed leader.

M. Lampell (Cont'd. from P. 1)



I am not talking about false romanticism. I am talking of men as we know them--greedy, frightened, foolish, contradictory, uncertain, despairing, and yet in spite of it all, stumbling toward a possible dignity.

And so, whatever the theatrical odds against it, I found myself drawn to the story of the Warsaw Ghetto. For if ever there were people who should have been helpless and paralyzed, the Jews of Nazi-occupied Warsaw were those people. Yet, undeniably, more than six hundred of them searched out the secret truth of what was happening around them, and facing their fate without illusion, they trusted each other, organized, and passionately resisted.

Isolation is a theme. Defeat is a theme; death is a theme. But survival is also a theme.

(John Hersey's novel, THE WALL, was adapted for the stage by Mr. Lampell)



Our heartfelt thanks to all those who so generously contributed to this issue. We hope to make it more interesting and informative as time goes by but we need your cooperation. We want your reaction. We need material, show business anecdotes or craft experiences. 10 -- 100 -- 500 or 1,000 words. The Bulletin will be eternally grateful. Philip Dunning, Editor

Dramatists Guild

6 EAST 39th STREET
NEW YORK 16, NEW YORK

RETURN POSTAGE GUARANTEED

FEBRUARY
1961



The Dramatists Guild

What it is and does...
How it happened and why...
by GEORGE MIDDLETON

*The Dramatists Guild
of the
Authors League of America*

6 EAST 39TH STREET • NEW YORK 16, N. Y.
JUNE 1959

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FOREWORD

THIRTY-THREE YEARS AGO *The Dramatists Guild of The Authors League of America, Inc.* was reorganized to put into effect its first enforceable Minimum Basic Agreement with Producers of their plays. Many League Members soon accepted it on faith without knowing the history of why and how it was achieved, nor the theatrical trade conditions from which it had slowly evolved. A compilation was also needed concerning the Guild's relation to the League, its administrative structure, financial setup, services and its other varied activities.

To answer numerous inquiries about this fight to define, obtain and protect the rights of dramatists—unique in the annals of such efforts—and to brief new Members as they would join the Guild, a comprehensive questionnaire covering the Guild's records, with a running explanation of its policies, was first prepared in 1939, by George Middleton. This was revised in 1943 and 1947. It has now been expanded and radically rewritten by him as of January 1, 1959.

A Member of the League since 1913, and serving on its first dramatic sub-committee, Mr. Middleton ultimately was Chairman of the Committee which drew up the First Minimum Basic Agreement, in 1926. He was elected the Guild's President (1927-29). In 1942, he became Technical Specialist in Copyrights with the Office of Alien Property, Department of Justice, and in 1957 was given a Sustained Superior Performance Award.

He has based this brochure on the Authors League Bulletin and other official documents, as well as his private papers, extensive correspondence, and personal recollections, published in his autobiography, *These Things Are Mine* (Macmillan, 1947).

*This brochure is dedicated
to the men and women,
whose service and loyalty,
throughout the years, have sustained
the ideals and objectives
of the Authors League of America.*

G. M.

THE DRAMATISTS GUILD

WHAT IT IS AND DOES
HOW IT HAPPENED AND WHY

THE STRUGGLE FOR A MINIMUM BASIC AGREEMENT

Early futile efforts to organize Playwrights

When Was The Authors League of America, Inc. Formed?

An initial meeting was held December 27, 1911. A call for the organization meeting early in 1912 was signed by Kate Douglas Wiggin, William M. Sloane, Augustus Thomas, Owen Johnson and Arthur Train, who initiated it. The constitution and by-laws were adopted December 13, 1912. On April 8, 1913, Winston Churchill, the popular American novelist, was elected first President and Theodore Roosevelt, Vice President.

Were Dramatists included on the Executive Committee?

Of 350 Members, who answered the first roll call, a dozen Playwrights were included; only 3 were on the Council of 30 and none on the Executive Committee.

Was the Dramatists Guild then Formed?

The League then had no separate Guilds. Not until October, 1913, did the Council include "the problems of the dramatic field." It

was a year before the first "dramatic sub-committee" was appointed, which included Bayard Veiller, Harvey O'Higgins, Edwin Milton Royle, Edgar Selwyn and George Middleton.

What was its Objective?

To work "towards the standardization of a dramatic contract," between the Playwrights and Producers.

Was that the first attempt to bring Playwrights together?

In 1878, Steele MacKaye, an outstanding Dramatist and theatre pioneer, father of the late Percy MacKaye, wrote: "The time has come for the organization and founding of a Society of American Dramatists somewhat as the plan of the well-known Society of Paris."

What came of it?

He joined with Clay M. Greene in the short-lived, but active American Dramatic Author's Society, "to secure protection of their works."

What is the Society of American Dramatists and Composers?

It was founded in 1891 by Bronson Howard, then the leading American Playwright, who became its President. It started as a purely social group, with 33 members "in a spirit of fellowship and for whatever artistic or business ends discussion and experience might support."

Was anything accomplished?

Though William Dean Howells and Mark Twain had been among the Authors who went before Congress to amend the old Copyright

Act, Bronson Howard, with a small committee, was the first who spoke specifically on Playwrights behalf. He later succeeded in having revised many state laws which made the prevalent play piracy a punishable crime. Howard thus revolutionized the status of the ownership of plays. He was one of the finest figures in the long fight ahead.

Did Howard plan a "Model Contract" for Playwrights?

Yes; but soon gave it up. Even in those days he found conditions "too chaotic to be boxed into a formula."

The Authors League Enters the Fight

When was the next attempt made?

By a sub-committee of the Authors League in 1915.* Admitting proposed contract was subject to change "to meet special conditions," its 13 clauses, some of which have survived, were boldly published. It was sprinkled with spunk; though the Authors naively added that "as long as its terms and stipulations are followed with tolerable fidelity (*sic*) it will be found a trustworthy instrument." Six "warnings to Dramatists" were also suggested. Feeble as it now seems, here was the first effort to stake out the ill-defined rights of Playwrights.

How was it received?

The Writers outside the group gave it the cold shoulder and Producers the boot!

When was the next attempt made?

In 1917. A Committee, headed by Cosmo Hamilton, in which Edward Childs Carpenter and Channing Pollock began their yeoman service to Dramatists, drew up a "Standard Contract."

How was this received?

While some Producers were cooperative, those who dominated the then powerful tightly controlled Manager's Protective Association resented its "gall." The Shuberts sent a message they would "close their theatres sooner than sign the proposed contract. . . . Managers would treat with Authors *individually* and in no other way, and that the part of good business was for a Manager to get the best and most he could."

The Authors were indignant; they threatened "a white list" and give first choice on their scripts to those who signed. But no one said he would not submit to those who refused. It was hinted "concerted action" *might* be taken. So the contract was published for "educational effect."† They went on sputtering—while business went on as usual.

What emphasized the growing helplessness of Playwrights?

The Actors' Equity Strike in 1919, for recognition of the "Equity Shop" and a Basic Agreement with Producers. Plays got caught in the crush. When the Actors refused to per-

* Text in *Authors League Bulletin*, November, 1915.

† *Bulletin*, August, 1917.

form, plays were abruptly closed with loss of royalties to Authors. Being helpless bystanders, between two tightly organized factions, the Authors herded closer together for protection.

What action did League take?

Its Executive Committee granted Channing Pollock's suggestion that Dramatists form "an autonomous committee." 32 "working dramatists" joined and a "Dramatists' Committee" of 112 was created. Out of this the

Dramatists Guild, as now known, was born.

To make the Guild an integral part of the League, its constitution had to be revised. The present writer was chosen to represent the Dramatists on the committee. The League became "a sort of holding company or federation of Guilds." Owen Davis, who had the confidence of all groups, logically became the first Guild President.* Later Bronson Howard's Society affiliated with the Guild. The two dramatic groups, with the same officials, were known for a time as "The American Dramatists."

The 1920 "Standard Contract"

Did the Guild obtain one in 1920?

Yes. It is a museum piece on file at the Guild. But in spite of some modern improvements, it had a fatal defect. Neither Author nor Manager could be required to use the contract. Nothing except hisses could keep its protective clauses from being red-inked—for which a large supply was soon ordered.

What did the Guild rely on?

The lofty realm of moral suasion while Actors and Producers had already dug in for self-leverage on the more solid ground of organized power.

Did all Producers oppose it?

No. Some, with a sense of fair play, scrupulously followed its proposals.

Were all Dramatists cooperative?

Some were too closely affiliated with certain Producers and did not want deep personal relations jeopardized. During the strike, Equity faced the same problem with Fidelity Members, who were likewise tied up, financially or emotionally, with Producers.

Numerous Authors were so insulated by prejudice that anything remotely resembling a tight organization for either Actor or Writer aroused fear and abhorrence. Members, in fact, soon dropped out or became indifferent, feeling, quite rightly, the Guild had little to offer. Some leading Playwrights, powerful enough to write their own tickets, had never even joined the League; as neither self-interest nor a desire to cooperate and help their less fortunate fellows had persuaded them to join.

What was then done?

Nothing. Those who were deeply concerned over the growth of "unfair practices" realized that until the pocket nerve of all Dramatists was touched, they could never be united for cooperative action.

Did this happen?

Yes,—but not until 1925. Then a grievance developed that dramatized to all playwrights the need to unite for self-protection. This was to afford the Guild the opportunity to wipe out many unfair practices that had grown up in spite of the 1920 Standard Contract.

* The contribution Owen Davis made throughout the fight ahead is set forth in a Memorial, by this writer, published by the Dramatists Guild, in 1956.

Existing "Unfair Practices"

What were some of these?

Newer Guild members—now enjoying present day benefits—may not know of practices that, in numerous instances, previously existed before Guild was reorganized.

Manuscripts were sometimes held indefinitely; first-class production conditions—as to cast, direction, number of performances and duration of contract—were not standardized. Royalties were variable and prompt payment unenforceable. Scripts were changed arbitrarily. Bonuses paid to American Managers on British productions were retained or made so high the Author lost his London production, since the Manager alone had the power to negotiate the contract.

What about Producer-Agency abuses?

Sometimes a Producer's financial "interest" in a play agency, or vice versa, gave Authors no voice as to *which* Agent should handle "stock" leaseings—then a valuable year-round source of income. Such royalties might first be sent to the Producer who often capriciously, and sometimes dishonestly, held up the Author's share. Some were known to act as Agents and deduct a commission from Author's royalties. The "block-booking" of "stock" plays by a Producer often included those in which he had bought a large interest, and leasing thus discriminated against plays of other authors where only a commission interest was held.

There was, in fact, no way to protect Authors against chicanery, assignments and bankruptcy; no arbitration provisions to settle disputes or to enforce rights, except through expensive personal lawsuits. To get production, new Authors might have to take what terms were handed them.

What happened when motion picture rights of plays slowly came into demand?

Managerial participation became merely a normal extension of the 50-50 division, which

all subsidiary rights then enjoyed. Many Authors, with old produced scripts, welcomed the "velvet" suddenly found in plays otherwise thought dead. They often sold their share in potential film rights for a song. Too late they discovered gold in the hills.

Did Producer have an inherent right to such interest?

No. But he had an obvious "nuisance right," since the courts had declared that the release of a film, made from a stage play, would compete with it. Thus an entire area, covering hundreds of stage properties, (many in which Agents had also bought an interest) was suddenly opened, which made compromise necessary even to effect a film sale. Film companies, quite rightly, would not buy rights with a clouded title. As it was such a tangle the old 50-50 was trotted out and became another prevailing trade custom.

This was regrettable, even if understandable; but British Authors, quite properly resented the dangerous precedents this created because British Authors had never shared the film rights with British Producers. However, since many of their highly profitable plays were under contract with American Producers, the same legal problems arose.

How did Producers take over the film sale?

They assumed control as they had the leasing of other subsidiary rights—and naturally refused to negotiate any sale unless sharing in the proceeds.

Was this situation special to the United States?

The film industry first developed here. Here, too, were the first substantial purchases of film rights on stage properties. In France, for example, owing to their strong Society, Authors shared no film rights with the theatre Producer. The stage production rights of the play were merely leased to the theatre in

Paris, with which the Society had an agreement. The American Producer of the adaptation similarly met difficulties, in trying to obtain releases, if the French Author would not cooperate in the film sale to an American Motion Picture Company.

What was the special "grievance" that galvanized the Guild into action?

The proposed entrance of Fox Films into play production and the secret terms of a contract that firm had already made with seven theatrical Producers. The contract was thought to be so unfair to Playwrights that one Producer, to whom it had also been offered, supplied a copy to the present writer.

What did the proposed contract offer Stage Producers?

One clause provided that, without any competitive bidding, film rights should be sold to the film company. In addition to his managerial share, the Producer was also to receive further compensation in the form of a weekly salary. Thus in reality he was guaranteed more than the *traditional 50%* of the usual proceeds from the film's sale.

What was its significance?

It is necessary to explain the trade customs which by then had grown up, and been generally accepted as standard practice over the years. This relates to the division of fees derived from so-called "subsidiary rights": "stock," amateur, foreign language, second-class touring performances, etc.

How had such division of fees or royalties come about?

In earlier days a flat outright fee was generally paid the Author on each performance. In 1889, Richard Mansfield gave Clyde Fitch \$30.00 a week salary to write *Beau Brummel* and \$7.50 for each performance until the total reached \$1,500.00. He used it the rest of his life royalty-free. Often Authors were on a weekly "house salary," with no royalty interest. In popular price theatres, at the century's turn, the Author might have a per-

centage of what the company received *after* the "house" share had been deducted. The sliding scale percentage on box-office receipts, as practiced today, evolved slowly. Sometimes these had been as low as 1% or 2% instead of the 5%, 7½% and 10%—the lowest minimum required today.

What happened when plays were leased in "stock" or otherwise?

As the Producer possessed the "prompt" script of the original production, the "sides," and often the routes and "booking," it seemed equitable that he should share 50-50 in the returns. The 1920 Contract, in fact, recognized this, *provided* he had earned this interest by having given the play a stated number of performances.

Was this 50-50 division of film rights generally observed?

In most cases. But in spite of the 1920 Contract, abuses were known. One Producer refused to put on a play unless he received 75% of film rights; also "options" were demanded to buy such rights, *after* production—in some cases for \$1,000! If play succeeded, the Producer kept 100% of the movie money. (The Guild had copies of such contracts.) Another Producer would sell picture rights and include his "directing" services so he could cut down Author's share. One device, consisted in lumping a number of plays together, selling for a total sum, and then fix his own price on what each picture was worth, depending on size of his film interest in each. A Producer could and would sell film rights to a favored film company, without adequate coverage of the market or competitive bidding—later to advise the Author the contract was closed.

Aside from financial loss to Authors what was the deeper significance to the theatre of the Fox deal?

Since the stage Producer was thus subsidized, *only plays with film values would tend to be produced*. This film company, in fact, was known to have boasted that "it prac-

tically controlled the output of these seven Producers."

What did the Guild realize it must do?

Organize to prevent any Author from being deprived of control over disposition of his film rights; to convince all Playwrights,

whether in Guild or not, of the common danger confronting them; to offer them protection; but first to obtain an enforceable contract to abolish this and other abuses, and to establish the equitable boundaries of the rights of Authors and Producers. In other words, the Guild Members were resolved on a common cause of action.

The Birth of the First Minimum Basic Agreement, 1926

What were the first moves?

John Rumsey, the Agent, brought facts about this proposed Fox contract to a small group of Playwrights. He said other Producers had similar contracts under consideration. The group got busy. There were preliminary meetings with increasing attendance each time.

What happened then?

Under Arthur Richman, the Guild's stimulating President, more than thirty leading Playwrights met secretly (December 7, 1925). The fact that it was necessary to meet in secret emphasizes the precarious and powerless position of Playwrights, as individuals, at that date. Channing Pollock was Chairman. A Committee, consisting of Arthur Richman (Chairman), Cosmo Hamilton, George Kelly, Roi Cooper Megrue, A. E. Thomas, Rita Weiman, and George Middleton (Secretary), was named "to consider the abuses and report to the signers for their ratification what measures should be deemed advisable to cure them."

Did all present at secret meeting agree?

All, except one, agreed to be bound by the report "as and if such report shall have been accepted by a majority of the signatories hereto." The original document, on file at Guild, shows the following signers: Don

Marquis, Arthur Richman, Lynn Starling, George Kelly, Gladys Unger, Sidney Howard, Lewis Beach, Rita Weiman, Alice Leal Pollock, Isabel Leighton, Kate Jordan, A. E. Thomas, Thompson Buchanan, Jane Murfin, Vincent Lawrence, Roi Cooper Megrue, Gilbert Emery, Arthur Goodrich, Clemence Randolph, Owen Davis, Edward Childs Carpenter, George S. Kaufman, Bayard Veiller, James Forbes, Percival Wilde, J. Hartley Manners, James Gleason, Gene Buck, Cosmo Hamilton, George Middleton, Channing Pollock, John Emerson.

Was there a secret pledge?

Each signer agreed to forfeit to the group \$1,000 as "liquidated damages" in event of any personal breach.

Was there ever any such breach?

No.

Were other Dramatists recruited?

While the Committee was at work every important Playwright was approached. When the report was read on January 7, 1926, 121 had pledged to concerted action. Dudley Field Malone and Arthur Garfield Hays then were the Guild's counsel.

What did the report set forth?

George Kelly eloquently read what was prob-

ably the most important manifesto any organized group of Writers ever made. In part, as follows:

"One of the chief motives of this move for organization is the feeling among American Dramatists that hitherto they have had no effective channel of expression regarding conditions which surround the practice of their profession. All other branches of theatrical art have long been organized—the actors last of all. But the Dramatists, without whom there could be no spoken stage, have had no collective voice whatever. They desire to have such a voice in order that they may express their collective hopes, plans and ambitions bearing upon the traditions and ideals of the theatre. . . .

"The Dramatist must be vigilant enough and powerful enough to avoid the development of unfair practices and strong enough to compel respect for the continued observance of fair dealing.

"The genesis of this present Association is due to the fact that, for once, the Authors are thoroughly aroused and are group-conscious. They must remain so! An organization must be formed along lines which will attract *all* Dramatists to its membership and make them realize that only within the Association can their rights be adequately conserved. . . .

"Therefore . . . we approve the fundamental principle that negotiations be conducted with managers by ourselves as a group, with the end in view of consummating a Basic Agreement between this Association and Managers or groups of Managers *to the effect that no Dramatist shall submit any play to, or rewrite any play or make any translation or any adaptation or any dramatization or any part of a musical comedy for any Manager who shall not enter into and observe such Basic Agreement, or who, without the approval of the Association, shall deal with any Dramatists outside the Association.*

"It is, of course, necessary that the requirements for membership in the Association shall be such that it will be open to all dramatists, and that we deal with all managers who shall accept and observe the terms of the Basic Agreement. . . ."

Were the 9 resolutions also contained in the report adopted?

Yes. On motion by A. E. Thomas, Richman appointed a Contract Committee to draw up a Basic Agreement, to include the Author's control of his play; and that motion picture rights to be conserved through the provision of an open competitive market.

Did this Committee function effectively?

The Committee was Arthur Richman, Rachel Crothers, Eugene O'Neill, John Emerson, Gene Buck, Otto Harbach, George Kelly, George S. Kaufman, Roi Cooper Megrue, J. Hartley Manners, Channing Pollock, LeRoy Clemens and George Middleton (Chairman). From time to time others also participated.

It worked daily for three weeks, generally at Rachel Crothers' home. Every Author and Agent was asked to submit contracts so that inequitable practices might be eradicated.

Had all Producers been unfair?

Many had been scrupulously honest; but they had to compete with others who were not. The contracts given by fair Producers, however, followed the trade habits which then existed; they were among the first to encourage the Guild's reorganization, as they agreed the entire Author-Producer relation had to be restudied to meet the new era created largely by mechanical inventions.

Did the Members back the Contract Committee?

Its proposed terms in the Agreement, as finally drafted, were unanimously accepted on February 2, 1926, at a closed meeting of signers, now greatly increased in numbers, on motion by Owen Davis, a former Guild President and then League Vice-President.

Did Members go on strike?

It was voted to submit the proposed Agreement to Producers. It backed radical action. All Dramatists pledged to withdraw plays, submit no new ones, and to contract with no Producer until he had signed the Guild's

proposed Agreement. The cupboard had been getting bare, so plans for the coming season were being held up.

Did Managers sign?

A few; but majority refused. They demanded a conference. The expected impasse had come.

Did Guild and Producers finally confer?

The Guild refused to meet any Committee, as individuals, unless assured that it would represent the entire group, who would be bound by any decisions arrived at. This was finally agreed to. A meeting was held on March 11, 1926, and the list of practically every Producer so represented was submitted. The Guild accepted William A. Brady's word that they had all agreed to be bound by result. As a courtesy the Dramatists had proposed he be Chairman.

Was a Joint Committee appointed?

Yes.* It met daily for several weeks. The Managers, with a few exceptions, saw justice in many Guild claims. They also offered suggestions which were welcomed.

The committee nearly broke up over the question of "small rights" which the Shuberts did not want ASCAP to control. As this seriously concerned musical comedy Members and their relation to ASCAP, *the Authors insisted on exclusive ownership of copyright*. One Manager demanded the right to change the Author's script in certain cases. Though there were many practical compromises taken to reach an adjustment, the Authors flatly refused to recede on these two issues. The manager's demand was outvoted and the first Minimum Basic Agreement (MBA) born.

What was done about Authors' manuscripts?

On March 29, 1926, Richman wrote the Producers that since accord was so near the Guild would allow plays to be submitted; but that no contracts could be signed till MBA was ratified.

Did all Managers on Joint Committee sign?

All except one. During this period no Guild Member dealt with that firm. It was the first successful test Members had been put to, as the firm was most powerful.

What part did the League take in this fight?

It advanced money and gave Guild every possible cooperation; it helped Guild make necessary changes in its Constitution to enforce discipline on its members. The actual signatures of every Board Member of the League had to be obtained—some under dramatic circumstances.

How much did the fight cost?

About \$20,000 for printing, mailing, secretarial and legal costs. No Committee member sought personal expenses. As there was not enough money in any of the treasuries, certain League Authors borrowed \$12,000 on their personal endorsements, to pay the balance. Those who signed notes were: George Barr McCutcheon, then President of the League; Owen Davis, Vice-President; Ellis Parker Butler, Orson Lowell, Tony Sarg, Will Irwin, Fannie Hurst, Jesse Lynch Williams, Rex Beach and others.

*The formal committees, which were augmented from time to time by individuals, were as follows: For Authors: Arthur Richman, *Chairman*, J. Hartley Manners, Roi Cooper Megrue, Owen Davis, James Forbes, Otto Harbach, Gene Buck, John Emerson, Channing Pollock, George Middleton and Marc Connelly. For Managers: Wm. A. Brady, *Chairman*, Lee Shubert, Sam Harris, Arthur Hammerstein, John Golden, Arthur Hopkins, Joseph P. Bickerton, Edgar Selwyn, Brock Pemberton, Warren Munsell and Laurence Weber.

The officers of Guild during this were: (1925-26) Arthur Richman, President; Anne Crawford Flexner, Vice-President; Owen Davis, Chairman of Board; Percival Wilde, Secretary; Henry Erskine Smith, Treasurer. (1926-27) They were then: Arthur Richman, President; Otto A. Harbach, Vice-President; Percival Wilde, Secretary; George Middleton, Chairman of Board; Henry Erskine Smith, Treasurer.

How was it finally repaid?

Through assessments on performances of Guild Members' plays.

What was done about British Dramatists?

As the Shuberts had not signed the Basic Agreement, and fearing an effort would be made by that firm to tie up the plays of British Dramatists, the Author of this brochure went to London. A meeting,* which had wide publicity, was arranged by the British Authors Society, on June 16, 1927. At this, Major Ian Hay Beith presided. The objects of the Guild and Basic Agreement were explained. Co-operation was asked—and given.

Did any British Authors sign?

Some had previously signed in America, including Noel Coward, Somerset Maugham, Michael Arlen, Ian Hay Beith and John Galsworthy. Forty in all joined at this meeting or soon after. Among these were: Bernard Shaw, Sir Arthur Pinero, Sir James Barrie, Henry Arthur Jones, W. J. Locke, St. John Ervine, John Masefield, Arnold Bennett,† Clemence Dane, John Drinkwater, Frederick Lonsdale, A. A. Milne, and Ashley Dukes.

Was any attempt made later to enlist the interest of European Authors?

The President of Guild later went, as its official representative, to the Berlin Congress of the International Confederation of the Societies of Authors and Composers (April 16-23, 1928). Meetings were held with the Authors' Societies in Vienna, Budapest and Paris. A clarification of American trade

conditions presented to European Authors. Studies of the European Authors' Societies, as they then operated, are on file at Guild.‡*

What main objectives were obtained?

1. A 5 year Minimum Basic Agreement, covering practically all conditions affecting a play's production, now to be available to first Authors equally with those who are established. As a matter of record, prior to this meeting, a group of Producers informed certain leading Dramatists it would agree to any contract the latter drew up, provided it was limited to those specified. This was, of course, instantly rejected. The philosophy back of Guild's fight had been to protect all Members alike—especially "first play" group.

2. Preserved integrity of scripts. No changes without Author's consent.

3. It wiped out practically all abuses itemized above.

4. Set forth new conditions regarding British rights.

5. It established an *Arbiter* (now known as *Negotiator*), as the Author's representative for disposal of world film rights in a play and to protect the Manager's monetary interest therein. The Negotiator's office has helped to solve the highly complicated problems which do arise—conflict with release date of film, whether motion picture rights are sold before or after stage production, whether financed or not by the film company, etc. He had right to consummate such sale or lease, after consultation with Producer (who must reveal all facts as to his backing) and subject to Author's approval, and to receive and distribute sums involved—all contracts for which must be countersigned by Guild.‡*

* Cable account *N. Y. Times*, "British Playwrights Support Guild Here," June 17, '27.

† *Evening Standard* (London) June 9, '27. Also *These Things Are Mine* (Autobiography) pages 333-46 and 353-73; also *The Author* (London) Winter, 1947.

‡* International Confederation of Berlin (*Bulletin*, June 1928); The Dramatists Guild in Europe; (1) Germany and Austria (*Bulletin*, September 1929); (2) Central European Rights (*Bulletin*, January 1929); (3) France (*Bulletin*, February 1929), by George Middleton. The latter included a detailed study of the famous *Société des Auteurs et Compositeurs Dramatiques*.

‡* The Negotiators have been the late Joseph P. Bickerton (1926-1936), the late Sidney R. Fleisher (1936-1949), and Edward Colton (1949—).

6. Above all, the Basic Agreement cemented League Dramatists into a compact entity to control the destiny of their scripts with due consideration of Producer's rights, which no Member would be allowed to violate.

What about Runnymede?

As Arthur Train, who spark-plugged the Authors League in 1911, wrote: "The com-

pact and highly vitalized Dramatists Guild has succeeded in doing that which was never before even dreamed of, to wit, compelled the discussion of equities between Authors and Producers and the collective acceptance by the latter of a minimum basic agreement guaranteeing from Broadway only slightly less than the Barons exacted from King John at Runnymede."*

Later Revisions and Repairs of the Agreements

How many have been negotiated?

Six: 1926, 1931, 1936, 1941, 1946 and a new one 1955.

What changes were made in 1931 Agreement?

Only technical matters were adjusted.

Did the 1936 Agreement contain vital changes?

Yes; requirement of Guild signature to validate the personal production contract; minimum advances and royalties instituted; bonds on Producers to secure royalties; Author's right to approve of Director.

Also, a most important provision achieved for the Dramatist; *his complete proprietary right to title and control of motion picture and other subsidiary (additional) rights was confirmed. The Producer was granted a right to participate in the monetary return for a specified period of time.*

Any change in division of subsidiary rights?

Formerly all were split equally. Producer in 1936, however, received 40% instead of 50% on certain of these.

And the 1941 and 1946 Agreements?

The Producer continued to share in the pro-

ceeds of all *subsidiary* rights (if earned), but for a longer period of 18 years; 40% for first 10 years with a diminishing percentage for the final 8. British production rights were further similarly adjusted to encourage production. Pre-production deals on film rights were further defined to the mutual profit of Authors, Producers and film companies. The inequities in the former Agreements, covering relations between Producer and Composer, were remedied. The Composer was now given equal rights with those of the Dramatist in the choice of those who were to stage his material: arranger, musical conductor, dancer and director, must be approved by the Composer.

How many individual contracts have been signed under the Minimum Basic Agreement?

To January 1957—7,412.

How many Producers, individual or corporate, have signed Minimum Basic Agreements to date?

('26-'31) 400 (estimated); ('31-'36) 550 (estimated); ('36-'41) 624 (exact); ('41-'46) 1,098 (exact); ('46-'55) 848 (exact); (June '55-Dec. '58) 558 (exact). Each new agreement, however, had to be resigned.

* *My Day in Court*, by Arthur Train, Charles Scribner's Sons. It contains a fascinating picture of early League days.

A New Suit of Clothes: The 1955 Production Controls

The long delay in negotiating a new Basic Agreement was due to the need of making a complete survey of (1) the economic conditions in the theatre and related complications due to the rising costs of stage production, and (2) certain legal questions which had arisen since the expiration of the 1941 Agreement.

During the interval the Council drew up several forms to serve Members in making production contracts. The recommended contracts represented established trade terms and conditions acceptable for play production. It knew inevitably, however, that the rights of Authors would be increasingly eroded under only a recommended contract.

A new Agreement was vital. As Moss Hart, the Guild's President, graphically said, "It was time for a new suit of clothes."* The language of five previous contracts had become complicated after nearly 30 years of change and adjustment. The Guild itself felt that clarification was needed to spell out, what it always had taken for granted as being generally known, the continuing cooperation which the Author contributed in writing, and rewriting his play, the changes necessary before and after production, the consultations covering cast selection, scenery design and, in fact, every facet of the play's initial production, second companies or revivals.

But this was only a personal part of the problem facing the Author. Beyond him and the Producer was the perilous state of the theatre itself with the "Backer," a commanding figure.

What was the State of the Theatre?

The day of the individual Producer who personally backed plays has practically passed. The nominal Producer (named on the program who may contribute "know-how" and possibly some money) is often the front for a host of individual investors with percentage interests in profits. The Producer's contract

with these Backers is becoming standardized. The Producer's initial action, after script is chosen, is to sell its financial possibilities to those investors willing to take a chance on a play's success. The initial production cost (scenery, costumes, etc.) and "the operating expenses for the out-of-town try-out" or New York opening, of even the simplest script, have mounted so high that losses to Producer and Backers have been excessive. It has been estimated that production costs today are 500 per cent higher than on similar types of plays produced between 1935-42. The "break even" weekly costs are now in the neighborhood of \$20,000, instead of former \$10 or \$12 thousand.

Was the Guild responsible for these rising production costs?

No. Until production, the Author's advance royalty and his limited expenses on the "try-out" are negligible. Still the Guild recognized it had a great responsibility to encourage production in every way possible and *thus open the market for young oncoming writers in whose hands the future of the theatre rests.*

It was thus a realistic decision, which the Guild's Council itself made, when it authorized its Negotiators to meet head-on the Producer-Backer problem. The art of the possible thus pointed to the need of *modifying* royalty terms and conditions of acquiring interest in subsidiary rights, so that, until and unless the play became a success, the Backers' investment against loss should be improved or some chance given them to recoup. It was this philosophy which prompted and directed the 1955 contracts.

What do the 1955 contracts consist of?

The most complete coverage of all phases of the Author-Producer relationship ever set forth. For the record they consist of: (a) "The Producing Manager Contract," between

* See his brilliant letter to Guild Members, May 21, 1955, analyzing conditions confronting the Guild.

Producer and Dramatists Guild; (b) "Minimum Basic Production Contract," between Producer and Author for "Dramatic Productions"; (c) Minimum Basic Production Contract, between Producer, Book Author, Lyricist and Composer for Dramatic-Musical Productions (both b and c must be countersigned by Guild); (d) "Schedule of Additional Production Terms," to be annexed to both Minimum Basic Production Contracts; (e) Appendix A which contains Instructions to Negotiator re sale or lease of plays for motion picture production.

The 75 pages of contracts best illustrate the complexities which have had to be faced today since the first Contract in 1920—which covered four legal size pages!

(NOTE: As Guild has receded from *none* of the essential rights granted in five previous Basic Agreements, analysis here will necessarily be confined only to those new important clauses under which modification of royalties and interests in subsidiary rights may be permitted—with Author's consent and Guild's approval.)

What are Standard Minimum Royalties?

Minimum royalties now specified are: 5% on first \$5,000 gross weekly box office receipts from all sources; 7½% on next \$2,000 and 10% on all over \$7,000. In a dramatic-musical production minimum royalty is a straight 6% for *all* Authors. As pointed out, any Author may obtain higher royalty (such as 10% flat, instead of a sliding scale) in his personal production contract; but no Author may take *less*.

To whom do royalties always belong?

To Author as soon as earned. Until delivered by Producer they are held *in trust* by him for Author. The penalties for misuse of trust funds are severe. This early clause has meant much to Authors financially.

Were advance royalties reduced?

No—increased. Minimums are now \$200 a month (or a \$500 lump payment) for first 3 months; \$100 a month for next 3; \$200 for remaining 6 months—to hold option for

6 months—to hold option for maximum of one year.

What modifications were made for the benefit of backers?

1. To keep production costs down, the Author may accept up to \$750 a week Minimum Standard Royalty, as a maximum, for plays, \$1,500 for musicals during four weeks prior to New York opening.

2. Author and Producer *may* agree, when contract is signed, that the latter may earn his participating interest in revenue from the aforesaid subsidiary rights (without running play for prescribed 21 consecutive performances in New York) if, *prior* to rehearsal, he posts \$3,000 with Guild for Author of a play, or \$6,000 for a musical. This is payable to Author *after* New York opening, in lieu of royalties otherwise due him for those 3 weeks, whether or not play runs the full period.

3. The heavy expense of keeping certain plays running was here at issue. Under this proposal the Author would be guaranteed a sizeable cash payment (to tide him over to his next play), though required to share possible future income from subsidiary rights. These, if earned by Producer, continue for 18 years, with managerial participation beginning at 40% of returns for 10 years and lessening each subsequent 2 years.

Is there an alternative to Standard Minimum Royalty scale?

Yes; with dramatic plays—to apply *after* Manager has earned his rights in New York and until the Backers are paid off. The Author *may* accept \$250 a week *plus* ½ of weekly operating *profit*. (This would not be practical with musicals.)

Are all production expenses and operating costs defined?

Yes: with inescapable detail.

Are automatic concessions provided on royalties for losing weeks on the road?

Yes. Author by consent shall not receive less than \$500 a week; and only such further

compensation, under standard terms, as shall not result in an operating loss. This formula had been successfully tested.

How are Arbitrations now Handled?

With our new suit of clothes comes a new plan on arbitrations. Arbitrations are still handled under the Rules of the American Arbitration Association; but arbitrators are now chosen from a special panel.

The Author chooses one arbitrator from a slate of eight appointed by the Dramatists Guild; the Producer appoints one from a slate of eight appointed by signatory Producers, the two arbitrators so appointed choose the third arbitrator from a Public slate appointed by Guild and signatory Producers.

It is hoped that this new Theatrical Production Arbitration Board, which will serve for the duration of the 1955 contract, will ultimately be able to give valuable advice to Guild and to signatory Managers.

Are adjustments in Production contracts permitted in Special Situations?

Yes: In former agreements it was provided that under special circumstances a Guild Committee could permit special provisions provided that the Guild would then, for the duration of that contract, agree to the same concession if requested on another play under the same circumstances. In the 1955 contract, however, a Guild committee decides on requests for concessions in financial terms of a contract. All other concessions are decided upon by a joint Committee of Authors and Managers—known as the General Advisory Committee. There are ten members of this Committee—5 Producers and 5 Dramatists—and ten alternates. Voting is by group. Deciding on requests for concessions is the principal duty of the Committee, but it also acts as an Advisory Body.

The members of the Committee are:

AUTHORS

MEMBERS: Robert Anderson
Russel Crouse
Moss Hart

Elmer Rice
Richard Rodgers

ALTERNATES: Lillian Hellman
William Inge
Paul Osborn
Samuel Taylor
Maurice Vallery

PRODUCERS

MEMBERS: Kermit Bloomgarden
Alfred de Liagre, Jr.
Herman Levin
Gilbert Miller
Shepard Traube

ALTERNATES: Robert Whitehead
Robert Griffith
T. Edward Hambleton
Warren Caro
Harold Prince

This latest contract was the result of long months of cooperation among the keenest business brains in the theatre.

Was contract approved by the membership?

The conclusion was unanimously approved by the membership and became effective on June 14, 1955. The League Council sent out the following order:

"Members of The Authors League of America, Inc. are hereby directed to refrain, until further Council order:

"a) From selling, leasing or otherwise disposing of material or rights therein, for Dramatic or Dramatico-Musical productions, to anyone who has not entered into said Producing Manager's Contract with The Dramatists Guild, and

"b) From selling, leasing or otherwise disposing of such material or rights, for Dramatic or Dramatico-Musical productions, except by written agreement setting forth all of the terms and conditions of such sale or lease, which terms shall be no less favorable than those contained in the applicable production contract listed above."

THE SET-UP AND SERVICES OF THE GUILD

How is the Guild governed and financed?

It is one of the Guilds of The Authors League (whose special objectives are discussed later). It is concerned with all matters relating to plays. The Governing Body is a Council of 30, 10 elected each year to serve for 3 years. Its officers are also elected by the membership for a 2 year term. The decision of the Council determines all matters of policy.

The Guild consists of two types of membership; active and associate. The dues for Active members are \$20 a year, and \$16 a year for Associate members. In addition plays of members are assessed as follows:

For each first class company

DRAMATIC SHOWS

(Based on gross Box Office receipts for each first class company)

\$10.00 per week. Up to \$9,000 inclusive
\$20.00 per week. \$9,000 to \$15,000
\$30.00 per week. Over \$15,000

MUSICAL SHOWS

(Assessment on each 1% of royalty received by respective authors)

\$2.00 per week. Up to \$18,000 inclusive
\$4.00 per week. \$18,000 to \$25,000
\$6.00 per week. Over \$25,000

MOTION PICTURE SALES

2% of the Author's net share.

What are the duties of the Guild's office staff?

The office staff is headed by Mills Ten Eyck, Jr., Executive Secretary and Luise Sillcox, Secretary to the Council.

In addition to extensive office routine, it checks individual contracts requiring Guild's signature for conformity with Production

Contract; bills and collects all advance royalties and distributes to Authors and Agents, as well as sums specifically so ordered by Basic Agreements; inspects all box office statements, weekly royalty payments, operational expenses, production costs, etc. where involved in individual contracts. Further, it estimates and segregates assessments, handles bonds if posted to insure royalty payments, and to report any royalty delinquencies to be deducted from a share of film sales by Negotiator, in which offending Producer may have a recovery interest.

How many individual contracts have been signed?

Approximately 6,500.

What did the picture sales and leases handled by the Negotiator and Arbiter amount to until the new Basic Production Contract?

PERIOD	NO. OF SALES	CASH PAID
1926-1930	134	4,550,216.66
1931-1935	144	4,278,800.00
1936-1940	73	4,164,300.00
1941-1945	100	10,239,378.13
1946-1950	56	10,090,214.17
1951-1955	69	8,816,135.84
1956	18	4,721,637.17

This does not include royalty payments and addition to guaranteed sums. All motion picture contracts and checks must be countersigned by Guild.

Does the Guild have other activities and objectives aside from contractual relations with managers?

Yes; in part, as follows.

Collaboration, Revisions, Adaptations, Dramatizations and Play Publication

Has the Guild drawn a Collaboration Agreement?

Yes—the Guild has a recommended form. It is intended for use between Guild Members wishing to write a play together. (Copies available on request.)

Why is it highly desirable?

In no form of writing has collaboration been so prevalent and successful as in plays; yet, entering upon what is at best an experiment, Authors are often more than careless about their own personal arrangements concerning control of script and various facets of its business exploitation to come.

What has experience shown?

That even those most sympathetic at the start of a collaboration may wish divorce later; subtly awakened vanities and differing business ethics, as well as temperamental disturbances under stress of creation and production, often cause strange pranks in so personal a relationship. It is best to recognize that difficulties *may* happen and that a cold business contract may be a wise precaution.

On what basis is the Collaboration Agreement drawn?

It is so worded that either *may* safely delegate full power to the other. Financial clauses are designed, by specifying direct payments to each, so that no money shall be handled by one that belongs to the other. As both Authors must sign the Agreement, and furnish all information concerning any negotiations, this is an obvious protection, since no partnership is involved. *The division of royalties and position of names on billing are clearly defined.*

Can future financial provision be modified?

By agreement, of course, one Author may wish to realize financially on his share of play; yet it is unjust that any *stranger* to the contract should be introduced, without an occasion first being offered the co-Author to obtain full control of the rights involved.

In the event of the collaborator's death?

Some written instrument should exist to assure heirs of their full share in the financial benefits from play; but the survivor would be the logical one to contract revisions of script, etc. No executor should be able to interfere with the restricted control this agreement grants to that survivor.

Can the Agreement be otherwise used?

It may also be used, with some slight modification, where one Author is called in to revise a play already written. The Guild urges that no revisions should ever be made or consented to in this Agreement without some *written* record of any *supplementary* understanding, between the Authors themselves. Verbal recollections often color themselves into justification for strange conduct, which the written word would automatically have halted.

Does the Basic Agreement itself apply relief where approval or consent of Author is required?

An unresolved disagreement among several Authors of a play (as in a musical comedy) shall be controlled by a majority of the Authors, unless otherwise provided for in production contract. The Guild's President shall, if requested, appoint a single arbiter to pass upon such disagreement.

Are there form contracts covering dramatization and adaptation?

No—not at present. Such contracts require many protective provisions. These would depend on whether it covers an Agreement (1) between the *Author* of the original work (which is to be dramatized, if a book, or translated and adapted, if a play) and the Guild Playwright so dramatizing or adapting it; or whether (2) it is between a *Producer*, who himself contracts with the *Author* of the original work (to be dramatized or adapted) and, in turn must *also* contract with Playwright, who is to do either. The above contracts would include the question of duration of rights granted, date of script delivery and its control, its acceptability and conditions effecting any reversion or retention of rights involved, should the Producer fail to produce.

Minimum Production Contract does not apply, however, to any play written in a foreign language (including musical comedies or operettas) by a foreign Author who is *not* a Member of the Guild, and who does not reside in the United States; provided, however, the contract shall apply to *all* dealings with any English language adaptations of such plays and that the Producer files all contracts relating thereto with Guild.

The Agency Agreement with the Society of Authors Representatives

Does the Guild have an Agreement with play Agents?

The Guild cannot submit Members' plays for production. The Agent may often be the valued and trusted representative of his client and frequently advises in production, casting and exploitation of manuscripts. Though the Guild has no exclusive Agents (which characterizes the French Society), it has an Agreement with the Society of Authors Rep-

Where an English language adaptation is made from a foreign play, the Basic Agreement itself requires that the Adaptor shall receive at least $\frac{1}{3}$ of minimum compensation.

What are Members' rights in publication?

The Author reserves all rights not specifically granted to the Producer. He is, thus, entitled to all book royalties. There is a form contract to be used for the Play Service; but otherwise the Author is urged to consult the Guild on any other proposed publication contract. Plays, of course, are written to be seen and must be read with imagination to be fully enjoyed. Only within a few decades were plays attractively printed, devoid of stage jargon, with untechnical descriptions. The Publication of Plays has often led to their revival.

As the footlights fade upon their more active life on the professional stage, only a printed record may remain of the Dramatist's contribution. Publication now, in large measure, assures him his place with the novelist as a literary figure. The published works of Guild Members evidence their contribution to the high state of the American theatre.

representatives, Inc., 52 Vanderbilt Avenue, New York, N. Y.

What is this Society?

A group of Agents, of which John W. Rumsey is President, who—having bound themselves together under a code of business conduct and to cooperate in correcting unfair and unethical practices—had negotiated an Agreement with the Dramatists Guild on July 23, 1928.* Its members agreed to be governed

*The two committees which originally negotiated the Agreement, were: For Guild, Channing Pollock (Chairman), Arthur Richman, Brian Hooker, Marc Connelly, Le Roy Clemens and Samuel Shipman. For Agents, John W. Rumsey (Chairman), Thomas Kane, Harold Freedman and R. L. Giffen. See *Bulletin*, July-August 1928.

by the requirements of the Guild and the Authors League in handling any and all material. Originally containing only a half dozen members, it now has, as of February 1, 1958, 41 agencies, of which 7 deal exclusively with plays and 13 with both drama and literary properties.

What does code cover?

The Agent must observe all provisions of Basic Agreement; Guild Members shall fulfill all agreed upon obligations to Agent; arbitration is compulsory; Members are entitled to revelation of all facts concerning negotiations for the play. The Agent is a fiduciary with respect to all matters within the scope of his agreement with the Author. The collection of royalties by Agent is strictly regulated; royalties are thus trust funds to be promptly forwarded. A time limitation covers obligations to Author, depending on services rendered.

What are permissible commissions?

10%, except on amateur leasings where it is 20%. All private arrangements between

Agents and Producers (as cited previously) are forbidden.

Does the Production Contract clarify relation of Agent's Commission to sums payable to Negotiator in film sales and leases?

The 3½% of sums received payable to Negotiator (to cover his salary and expenses) is deducted from Agent's 10% commission, who has handled play. Each year a statement is prepared as to amounts collected *above* expenses, including the Negotiator's salary—which is \$15,000 a year and \$10,000 for expenses. Any surplus is apportioned to each play, and is paid to personal Agent in charge. If none is employed, the surplus is refunded to Author and Producer.

Does Basic Agreement favor this Society?

When designated in it, certain specified sums may *only* be paid Author through an Agent Member of the Society. *Otherwise fees and royalties must be paid to Guild for distribution to Author and Agent.*

A Writer's Records and His Estate

What service may the Guild render after a Member's death?

Plays live on and the Basic Agreement provides for the beneficial successors in interest. But a Member's will determines the disposition of all future sums which may become payable to his estate. Hence, every Member should make a will specifically including his copyright interests.

What should be covered in the will?

The estate may consist of plays—very active—or those seemingly moribund, but still

of possible potentials. The future value of any play is unknown. There may remain manuscripts, finished but not placed, or scripts which might be made marketable. There may be new rights available upon renewal. The collaborator's contract, if any, would take care of troublesome problems which can easily arise. It is essential, that supplementing any will, a complete record of the history of *each* script should be annexed—together with outstanding or lapsed contracts. It is important that the Executor be supplied with such data—which the Agent *may* know, but which the Author *should* be assured has been properly classified.

Does the Guild offer help in settling an estate?

It suggests the following clause be put in the Author's will—which will provide for continuance in Guild Services and afford his estate all the protection which he had while living:

"For some time I have been a Member of the Dramatists Guild of the Authors League of America, Inc., and have enjoyed the benefits of the advice and protection afforded by that Guild. It is my earnest wish and request that my executor, trustee and/or beneficiaries hereunder should enjoy the benefits of such advice and protection with the making of any dramatic or other contracts or the sale of any of

my works or of any interest therein.

"I hereby accordingly authorize, empower and direct the executor and/or trustee of my estate to continue to use Guild and League Service department either in his own name or otherwise as may seem best to him or as may be required by the rules and regulations of such Guild and League. Any expense connected with the continuation of such service, shall be paid by my executor and/or trustee and charged as an expense of the administration of my estate.

"It is my further earnest wish and request that any beneficiary under this will, who shall succeed to any interest in my dramatic works, shall likewise become a member of such Guild and League." *

THE AUTHORS LEAGUE FUND

Aid to Authors?

Authors League Fund is often referred to as "the heart and conscience of the League."

What is its status?

The Fund is separately incorporated and is a New York State corporation organized in 1914, to receive and administer funds for the help of Authors and their families in need. Its success, like numerous other League activities, is due to the leadership of dedicated volunteers. The late George Creel gave many hours to the work over a span of years, as did Orson Lowell, the artist, and Owen Davis, until their death.

Donations have been steadily given, large and small, and successful playwrights are continuing to contribute yearly to the Fund. Winchell Smith, the Playwright, for example, left to the Fund a continuing interest in a part

of his estate—amounting to about \$4,000 a year. Names have never been revealed of those who have received help.

What about the Actors Fund benefit performances?

By agreement with the Guild, royalties are not paid to any individual Dramatist whose play is performed. They are set aside by the Actors Fund and given to the Authors League Fund.

Is there close cooperation with Actors Fund?

The two organizations cooperate closely—practically every year they share the expense in some cases, which they consider the responsibility of both—where an Actor-Author or a Manager-Author, may be involved.

* See *Bulletin*, December, 1928.

THE DRAMATISTS PLAY SERVICE

What is this Service?

It is an agency to which Dramatists entrust the handling of the non-professional (amateur) acting rights of their plays, and the publication of acting versions of them.

When was it formed?

In 1936, at the suggestion of the late Sidney Howard, then President of the Dramatists Guild.

Why was it formed?

Because any real competition was lacking among amateur play agencies, during the first third of this century, the Playwright was at a serious bargaining disadvantage. The performance fees then charged varied widely according to the circumstances, and no standard commission was the general rule. The most damaging factor to the Dramatist, however, was the policy some amateur agencies had of buying outright, whenever possible, the amateur rights to Broadway-produced plays, paying usually from \$1,000 to \$5,000 for a single property. The Dramatist who refused to sell outright could occasionally get an advance against future royalties; but this, even on very valuable properties, was seldom more than \$2,500.

At times, because of his need or inexperience, a Dramatist would sell his amateur rights for a price that later was actually to represent a terrific loss. Then Playwrights began to question whether an agency's outright ownership of a play might not result in it pushing that play to the detriment of others it was operating only on a commission basis.

Some play Agents attempted to meet this situation by handling on their own the amateur rights of plays of Authors they represented. Since the amateur market was reaching into every city, town and village

throughout the Nation—it necessitated national advertising, wide distribution of catalogs, and publishing of plays, as well as intensive special promotion and technics for detecting infringements mainly through the use of clipping bureaus—the efforts of individual Agents were not a satisfactory solution.

How was the Play Service started?

Originally the Guild explored the possibility of organizing its own amateur agency. It soon became clear that this could be done more efficiently in cooperation with play Agents. The Agents themselves came to realize that the establishment of a new amateur agency would increase competition, which would be in the best interests of their clients. Most of them joined with the Guild in launching the Play Service, and took a chance on a share of the new project's profits in lieu of commissions. They became known as Participating Agents, and contributed their valuable experience and business acumen to the enterprise. The Play Service did not limit itself only to handling plays by Members of the Guild, nor were the latter in any way bound to give their plays exclusively to the Play Service.

What is the legal structure?

The Play Service was authorized to issue and has issued both preferred and common stock. It has a nine-member Board of Directors. Four are elected by the Guild, four by Participating Agents, and the ninth is chosen by both sides. The Board is completely autonomous; it elects its own officers, hires employees, and is responsible for running the business. Board members serve without personal compensation. The first Board was fortunate in securing the services of the late Barrett H. Clark, an outstanding specialist in the field, who ably and faithfully was Executive Director until his death in 1953.

What was the financial set-up?

To raise operating funds, the Service issued 6 per cent cumulative preferred stock to those sanguine enough to invest in the enterprise. Most investors were Dramatists. Common stock, which was to receive the profits after preferred dividends had been paid, was issued in equal amounts to the Guild and the Trustees for the Participating Agents. The share flowing to the latter was to be in lieu of commissions they were giving up.

What was the policy of the Play Service?

Primarily to stimulate competition among amateur agencies; to charge the same commission—20 per cent—on every Broadway play handled (a somewhat higher commission on non-Broadway plays, but that too is uniform); never to buy amateur rights outright; never to favor one play over another; and to stimulate the whole nonprofessional theatre in the country through publicity and personal contacts, with particular attention to the needs of individual producing groups. Mr. Clark delivered many related lectures during his lifetime.

How successful was the venture?

At the outset the Service went through some hard times. The sale of preferred stock did not yield enough capital for a young and growing business. To meet payrolls and pressing claims, some Dramatists and Agents signed notes so that the Service could borrow money. But the principal difficulty arose out of the very competition the Service had been designed to create. Rival agencies soon began to offer substantial advances to Dramatists to get their plays. Sometimes the figure ran as high as \$20,000. The Service was faced with a clear alternative: It would have to make competing offers, or lose desirable plays and eventually collapse. It chose to stay in business.

How was competition successfully faced?

Whenever it felt justified in so doing, because of a play's amateur potentialities, it gave

advances or guaranties. The first few cash advances were made by individuals on the Board of Directors. Fortunately, most of those Playwrights, who had informally promised to turn their plays over to the Play Service for the first five years, continued to do so without any advance. Many still do. Some newer Playwrights, not part of the Guild when the Service was formed, were wise enough to see they would benefit more by foregoing advances or to accept a guaranty instead. The Service didn't get all the plays it wanted; some went to its competitors. But by facing the situation realistically, it got its share.

Were there other problems?

Yes. For one thing, many Dramatists and Producers had a deep-rooted reluctance to release plays promptly to the amateur field. They did not know that in numerous sections of the country the amateur market was more lucrative than professional "stock". For another, it was found that plays varied tremendously in amateur value. Some big Broadway hits were practically worthless for amateurs; others with an indifferent Broadway career were tremendous draws in the nonprofessional theatre. To survive the Play Service was obliged, against stiff competition, to try to secure quickly every desirable property possible.

How does the Play Service operate?

Basically it does two things: Leases plays for the amateur market and publishes their acting versions. (It also sells incidental material, such as publicity packages, play posters, illustrated postcards, advertising mats, theatre displays, sound-effect records—all calculated to aid amateur production.) It acquires right to lease and publish a Dramatist's play under a standard contract, approved by Guild.

What are the fees?

The performance fees charged to amateur groups on a top-flight Broadway play is generally \$50 the first performance and \$35 each subsequent performance. The lowest standard royalty is \$25. On one-act plays it is \$5 a performance, and in some cases \$10. The Service is authorized to adjust fees in special

cases to make performance possible. Royalty accountings and payments are made to Author semi-annually (February and August). The Manager's share, as defined in Basic Agreement, is generally paid him direct.

The Service usually issues its own acting edition that contains helpful production material. The Author's book royalty is 10 per cent, in which the Producer has no share.

What are the present responsible officers?

Howard Lindsay is President and Harold Freedman, the Agent, is Vice-President. The Board of Directors is composed of Alan C. Collins, Jean Kerr, William Inge, Harold Ober, John W. Rumsey, Stanley Young and Paul Osborn. The counsel is Alexander Lindey.

Margaret Sherman is Director, with a normal office staff of 16. She succeeded Barrett H. Clark, and was his highly valued assistant from almost the start of the Play Service.* (Information and catalogs sent on request. 14 East 38th Street, N. Y. 16, N. Y.)

Has the Play Service grown and prospered?

It certainly has. Although at the end of the first five years it had a catalog of plays that could stand comparison with that of any other agency, it had ten lean years. Then the foresight, patience and hard work that had gone into its up-building finally bore fruit. All accumulated dividends on preferred stock were paid off, and, as of the end of fiscal year June 30, 1958, yearly preferred dividends were met. In addition, substantial profits have been distributed to holders of common stock. The aggregate amount paid to the Guild by the Play Service is \$192,000; \$105,000 representing dividends on the common stock and \$87,000 compensation for services. During fiscal year 1957-58, play leasing royalties paid

were the whopping \$435,101.36; book royalties were \$18,605.01. Gross business now approximates \$750,000 annually.

One play has already grossed over \$250,000; several have grossed more than \$100,000. The future yearly profits flowing from the Play Service to the Guild will necessarily depend on the amount of cash the Service will have tied up in advances against royalties. As of January 1, 1959, the Service controlled 465 plays. It annually sends out 35,000 catalogs, of which 19,000 go to high school groups.

What has the Service accomplished?

It has furnished vigorous competition in the amateur leasing field; virtually eradicated the outright purchase of amateur rights and stabilized commissions. By using a standard contract Playwrights have been assured equal treatment. It has stimulated and broadened the amateur market, thereby substantially increasing the potential value of amateur rights as a source of continuing income to Dramatists. It has, in addition, given the Guild an extremely valuable financial asset. In short, in its twenty-one years, it has fully vindicated its existence.

Now that movies, radio and television have squeezed the shrinking professional theatre into a corner, with high production costs, casting difficulties, restricted road conditions, no established repertory theatres, and the fact that filming or televising a play often kills its stage career—let it be emphasized, paradoxically, that the love and art of the living theatre still persist, revealing a heartening vitality. Perhaps the most convincing proof of this is to be found in the widely distributed, enthusiastic and healthy amateur and semi-amateur producing groups all over America, operating in some 1,500 communities, and 400 University theatres. These keep fine plays alive long after their Broadway runs—an endeavor in which the Play Service is a vigorous and effective force.

*The present writer is indebted to Messrs. Lindsay and Lindey and Miss Sherman for assistance in this section.

THE AUTHORS LEAGUE OF AMERICA

What are the Major Objectives of The Authors League?

It has duly elected officers and a governing Council of 24, who serve without pay. It has Active and Associate Members—the former alone having the right to vote and hold office.

It concerns itself in matters specifically affecting interests of *all* Authors: Ownership of literary material, and problems arising out of trade practices for its sale or lease, censorship, legislation, taxation, copyrights, and infringement. It is strictly a professional organization without political affiliations.

How many Guilds does it enfold?

The Authors Guild and The Dramatists Guild. Each Guild operates independently and has its own elected President and Council, dedicated to special subjects pertinent to its Members. 12 representatives of each Guild are elected to the League's Council of 24.

The Scope of the Authors Guild

As the Dramatists Guild concerns itself with problems arising out of plays, The Authors Guild is dedicated to the preservation of its members rights in material written for publication in books or magazines.

What radical reorganization was made in the League in 1954?

Formerly, the Screen Writers and Radio Writers Guild and Television Writers Group were in the League. Inevitably irreconcilable conflicts of interests and jurisdictional disputes arose. It was agreed by all groups that the special problems, dealing with Radio, Screen and Television Writers, should be administered in two new organizations (Writers Guild of America, East and West) relating to contracts, terms and conditions of employment, N.L.R.B. elections and labor disputes. The advantage of separation to the Authors and Dramatists Guilds was that their income and energy could be devoted exclusively to advancement of their own particular interests, foreign to those who operate solely under salaries. The reorganization was ratified September 1, 1954, by an overwhelming vote.

What is the present League membership by Guilds?

DRAMATISTS GUILD — January 1, 1959 —
1,589, including 479 Active and 1,110 Associate

AUTHORS GUILD — 1,599, including 1,543 Active and 56 Associate

COPYRIGHTS: *The New Universal Copyright Convention*

The League's part in the fight for copyright revision

Copyright is the life blood of an Author's output. Many of the early attempts to amend the outmoded Act of 1909 sought ways to have the U.S. adhere to the International Berne Convention.* In 1922, at the Authors

League's behest, a Bill, with that objective, was introduced. Later Bills sought a general revision of the Act since one of the outstanding domestic problems requiring legislation was to reconcile U.S. laws to those of Canada, England, France, and other European countries. There was also a need to protect the highly profitable outlets increasingly caused

* International Union for the Protection of Literary and Artistic Works: Operative since 1886, but frequently revised and amended.

by the growing proliferation of separate rights in the uses of copyrighted material, beyond its former restricted limits. Copyright problems had been on the League's agenda at its first meeting. And numerous subsequent Bills evidenced, in the printed House and Senate Hearings, the sustained activity of its Committees.

What has been done about Divisibility of copyrights?

The League sponsored the Perkins Bill (1925), drafted at its request by the Register of Copyrights. It also supported various Vestal and other Bills successively introduced. One of the provisions stressed that all rights contained in a copyright "are several, distinct and severable," so each right could be dealt with singly. This provision for "divisibility of copyrights" has been one of the League's major objectives. The problem was and still is to determine which right could be split off the "bundle of rights," and the ability to convey title to one or more, but not all of such rights.

Divisibility was considered by the Committee reporting it as "absolutely essential to effective marketing of the Author's work." The League itself then called the Vestal Bill "the most important piece of copyright legislation ever..." Though trade practice has gone far in surmounting difficulties, generally speaking, the differences blocking this and subsequent legislation were rooted in the failure to reconcile the conflicting interests of creators and users of copyrighted material.

What are present copyright activities?

By Act of Congress, August 5, 1955, the Library of Congress, under the leadership of Arthur Fisher, Register of Copyrights, has undertaken a program of studies looking to a much desired general revision of the copy-

right Law (Title 17 of the U S Code). Ultimately, a comprehensive report will probably be drafted for submission to the Judiciary Sub-Committee, including recommendations based on comments collected. Public hearings will be held. The League will, of course, be active in presenting the interests of its Members.

What other problems affecting Authors await enactment into law?

Aside from issues of divisibility among other problems^{†*}, some of which are controversial, are substitution of a single consecutive term of copyright protection, based on the life of Author and a period after death, instead of present system of first and a renewal terms;^{†**} and other highly technical questions concerning damages and infringements.

What are immediate problems of League concern?

(1) The eliminations of the Compulsory Licensing Provisions^{†***} relating to phonograph records and mechanical rights and for the prevention of the further extension of control of newer methods of reproduction;

(2) The need to make juke box operators subject to licensing for the use of copyrighted material of composers, on which the latter receive no royalties for performing rights. They only receive a share of recording license fee payable to the manufacturer of the disk, at 2 cents a side (which acts as a maximum, but is often less) irrespective of how often the record is used, yet bringing continuous income only to operators!

What has prevented effective International Copyright?

Efforts for such a Convention dealing with copyright law were always wrecked upon the complicated topic of formalities (to obtain copyrights, registration, etc.) There was the

^{†*} *Divisibility of Copyright*, by Abraham L. Kaminstein. Copyright Office, February 1958.

^{†**} *Duration of Copyright*, by Abe A. Goldman. Copyright Office, November 1957.

^{†***} *The Compulsory License Provisions of the U.S. Copyright Law*, by Prof. Harry C. Henn. Copyright Office, August 1957.

"Manufacturing Clause"—which required a work printed in English, but published abroad, to be later manufactured in the U. S., to receive full term copyright.

As a result, for years the American Author could only obtain protection in Berne Countries by going in the "backdoor"—having a token publication by placing a book on sale in the Berne countries of Canada and England, coincidentally with release in the United States. It was always possible this door would be arbitrarily closed. So those who obtained protection throughout Europe were really "travelling on a foreign passport."

There were also radical differences in our domestic laws with Berne Convention countries, where, for one example, the Copyright protects a work for 50 years *after* the Author's death. In U. S. statutory copyright is limited to 28 years from date of first publication or registration and deposit, with an additional 28 years, if renewed; so that an American Author frequently outlives his own copyright.

What part did UNESCO play in the new Universal Copyright Convention?

After first world war U. S. use of copyright interests was further extended. As it was evident this country could never join Berne Union—because it embodied concepts contrary to our laws—efforts were directed towards a new International Convention to which Members and non-Members of the Berne Union might adhere. In 1947 UNESCO undertook, what was to develop into an extraordinary study of the entire copyright field, country by country, with full cooperation of the world's leading authorities. After six years a new Convention has now been worked out, in which the Member Guilds and their lawyers effectively contributed, through their knowledge of trade conditions effecting the Writer's interests.

How were many difficulties resolved?

The Convention's object was not to create a uniform copyright system; but to achieve a simple *workable* International agreement with a minimum of formalities. This problem, differing in each country, was finally resolved by one of the great compromises.

"An International passport" was devised—which provided that there be imprinted upon a published work the symbol © accompanied by name of owner and date of publication. This will now serve, for identifying purposes, to meet all formalities. Dramatists Guild Members will thus obtain such automatic protection for their published plays.

The basic philosophy of the Convention rests firmly on its application of the *National Treatment* theory. A published work of a national of any contracting state (and first published in that country) shall enjoy in each other contracting state the same protection as that other state accords to works of its own nationals (first published in its own territory). Of special import to Guild Playwrights—who frequently copyright their plays in manuscript before production (as the law permits)—*unpublished* works of nationals of each contracting state shall enjoy, in each other contracting state, the same protection as the other state accords to unpublished works of its own nationals.

When was the Universal Copyright Convention ratified?

In the Senate on June 25, 1954 by a 65 to 3 vote. The necessary implementing domestic Legislation (H. R. 6616) passed the House on August 3. Among other changes this abolished the pernicious Manufacturing Clause as it relates to citizens of a foreign signatory country. Fears were felt the House Bill might get submerged in a Senate log jam; it was finally pried out of the Committee by some friendly hands, passed the Senate August 18, and signed by the President November 5, 1954 (Act of August 31, 1954. 68 Stat. 1030). On December 6, the President deposited it with UNESCO, the instrument of ratifying the Convention.* It came into force September 16, 1955, when a sufficient number of ratifying signatures was secured.

What this Convention meant to the League, was expressed by Rex Stout, then its President: "So after nearly half a century of struggle and frustration, our country has joined a large majority of other countries in an agreement to protect the rights of the creators of literary material. We can celebrate."

* As of January 1, 1959, 31 have ratified the Convention, including Austria, France, Great Britain, Italy, German Federal Republic, Mexico, Spain, Switzerland, Japan and India.

*Income Tax Problems Peculiar to Authors**

Has the League a program for Income Tax Revision?

Few questions more vitally effect the welfare of the professional writer. Though the League has been instrumental in obtaining some modifications of the laws it has now begun a direct frontal attack to abolish unjust discriminations against its Members in the existing Federal tax structure.

How do high taxes penalize Writers?

Authors and Playwrights (who write independently and not for salary or fees) are unable to accumulate the means for "professional survival" or provide "a reserve for retirement." The earning power of a novel or a play, which may represent years of arduous unremunerative work, does not create income until it has been "placed" for exploitation and then, often after long delay, produced or published. Continuing income depends almost immediately on public caprice and acceptance. The work may be still-born or with slim chance of survival. "Flops" are commonplace and income may be dribbling or intermittent. Failure is an inherent risk of the trade.

But should a "wind-fall year" come along—with a book club license or a film sale—the high tax brackets are almost confiscatory because the income is concentrated into a short period.

Should taxes be more realistically spread over the years of creation?

The tax may now be allocated over this period; but rigid with restrictions and then only for three years. This does not supply adequate relief since the actual writing may have taken longer. Except under unusual circumstances the Author seldom can even

defer the sale or lease of collateral rights until a later tax period. To correct these conditions the League believes the Authors should participate in the established practice, allowed on other forms of income, of "the averaging and reallocation of income."

Should Authors and their heirs be granted a "depletion allowance"?

The League also proposes that Authors' royalties should be subject to a "depletion allowance," like the oil industry: since literary properties are usually "rapidly depleting assets." Authors might thus be able to deduct 25% of their gross literary income. Otherwise the present law is not only a hardship for Authors, while living, but also at their death for their heirs. The Revenue Service takes the position that payments for posthumous users are "income with respect to a decedent." No deductions can thus be taken for depreciation from income earned by the work which they may inherit at market value and on which estate taxes have been assessed.

Is a Capital Gains Tax justified?

The League believes, in common justice, that the sale of any separable interest in the copyright ("Divisibility") Authors should be able to take advantage of the capital gains tax (as with inventors of patents) which would permit them to deduct only 25% of their gross income in computing their Federal Income Tax. Existing law absolutely excludes copyrights and literary property—so long as it is held by Author!

Thus the League proposes to keep pressing forward to obtain remedial copyright and tax legislation at Washington for the benefit of its Authors and Playwrights. It may take time; but effort plus Membership support is of the essence.

* Letter from Howard Lindsay to League Members, dated March 5, 1958, accompanying a statement concerning tax problems of Authors and Dramatists, submitted by him, on behalf of the League, to the Ways and Means Committee of the House, on January 24, 1958.

CENSORSHIP: *The National Assembly of Authors and Dramatists*

And, finally, what about censorship?

In the 40 odd years since the League was organized, the censorship of novels and plays has been constantly before its Council and special Committees. The reconciliation of freedom and authority has always been a writer's problem. There is only one position a professional association of Authors can consistently take: its Members must have the Right to Write.

This brochure has sought primarily to tell the story of the League's long fight to define equitable rights and the atmosphere in which the Dramatist has functioned, during the theatre's changing fashions. Therefore, the business side of authorship has necessarily been stressed. A full and proper financial return on all his rights may best free him to create new works. This way he may follow his own vision of life seen through a temperament—the mere thought of repressive censorship, however, may frequently inhibit a writer from following a choice of subject and treatment of it. But it must be emphasized that only through a strong organization, within

its province, can any manuscript be protected.

Of all the Guild's achievements, the maintenance of the integrity of the Dramatist's text is outstanding. In no other type of authorship has this been so threatened, as in the theatre; for in a play's dialogue there are no palliative asides nor editorial comments to soften and color the naked word. It was Ibsen's right as an author, that his Nora Helmer should leave her doll's house and slam the door on what *he* considered her unholy marriage.

Yet the League may well inquire, in its broadest sense, what good to have established that right, if *other* well-organized forces may still capriciously attack it? For that reason, the official declaration of the Authors League, *Freedom to Write*—at its First National Assembly of Authors and Dramatists, New York, May 8, 1957—is a bold challenge of its Members' intention to fight the present drift towards censorship

Because of the importance of this issue to all writers, the brochure concludes with a summary of this declaration on the following page.

☛ FREEDOM TO WRITE

Individuals and organized groups, with no official or only minor status, assume the right to decide what is obscene, depraved, treasonous, seditious, and libelous. Ignoring Federal and state laws and courts—which have defined criminal abuses of the freedom to write and which exist to punish violators—“the self-appointed censors take direct action against schools, libraries, booksellers, and even private individuals. Intimidation is the method. Ostracism and economic vengeance are threatened, and are carried out.” Their aim is to expunge certain writings and writers from the community’s life by denying access to them. “The public has no voice in the decision. The censors impose their own notions as to what the people shall not read, or hear, or see.”

☛ The League holds that any individual or group has the right to disapprove of a writing or a writer and to state publicly that disapproval, and to recommend to its own members not to read certain writings or attend certain performances. “The League in principle disagrees with such curtailment of individual free judgment of literature; but it is aware of conflicting views on this question, and the right of others to live by their views, *provided that those views are not imposed on the entire community.*”

☛ Any trend to authoritarianism “within our borders is a betrayal of what we stand for.” The Authors League declares that the preservation of this freedom is necessary to our nation’s survival as a free republic. It denies the right of any individual or group to set limits on the freedom to write, the freedom of publication, distribution, and performance of writings; and it declares that the right to define legal abuses of such freedom, and to punish violators, “must be limited to the national and state legislatures and law courts, subject to the basic guarantees of the Constitution as integrated by the Supreme Court of the United States. . . .” The League calls on all those to whom the freedom of the written word is sacred—the press, universities, the clergy of every denomination, and all thinking patriots—“to join in the battle against authoritarian censorship. Where honest error has caused hasty action, let the errors be uncovered and the action corrected. Where there has been deliberate subversion of our heritage of freedom, let the subversive be unmasked, and the un-American weapon of censorship stricken from their hands. The Author’s League calls for continuing vigilance in this vital arena of American life until the drift to censorship is stopped. We cannot compete with the communists in the use of censorship; it is their traditional weapon.”

☛ The League’s hope must be, as it has always been, in freedom under law. Under this “we have become the strongest and most prosperous nation on earth. In freedom under law—and the freedom to write is a central part of that freedom—we will win the friendship and the trust of mankind.”

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