DRAMATIC AND MUSICAL LAW

BEING A DIGEST OF

THE LAW RELATING TO THEATRES AND MUSIC HALLS

AND CONTAINING CHAPTERS ON

THEATRICAL CONTRACTS, THEATRICAL, MUSIC AND DANCING

AND EXCISE LICENCES

DRAMATIC AND MUSICAL COPYRIGHT, &c.

WITH AN APPENDIX CONTAINING

THE ACTS OF PARLIAMENT RELATING THERETO

AND THE REGULATIONS OF THE LONDON COUNTY COUNCIL

AND THE LORD CHAMBERLAIN

BY

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SOLICITOR.

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EDWARD LEDGER, ESQ.

PREFACE.

It is curious that, notwithstanding the litigation that often takes place over theatrical matters, so little seems to be known by the theatrical profession of the ordinary legal principles that are involved in their disputes. It must be confessed, though, that the intricacies and dryness of the law are enough to drive away members of a less jovial profession than that of the stage; nevertheless, the law relating to things theatrical is interesting, and many a 'six-and-eight' would be saved if it were better understood.

An endeavour has, therefore, been made in the following pages to explain, in as simple a manner as possible, such parts of the law as relate to subjects with which the profession is concerned. Legal terms have, as far as possible, been avoided, and theatrical cases exemplifying legal principles have been given in full. Some of these, it is hoped, will be found interesting from an historical as well as from a legal point of view. A few of them have already been discussed in the pages of the *Era* in a series of articles on the subject contributed by the author.

To make this little work as complete and useful as possible, Acts of Parliament relating to theatrical matters and the regulations of the Lord Chamberlain and London County Council are set out in full in the Appendix.

I have much pleasure in acknowledging valuable suggestions by Mr. Harold Hardy, of the Temple, Mr. F. H. Pedgrift, of the *Era*, and others.

ALBERT STRONG.

4 Eastcheap,
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DRAMATIC AND MUSICAL LAW.

CHAPTER I.

CONTRACTS IN GENERAL.

THERE is, perhaps, no more fruitful source of litigation than the ordinary theatrical contract. These contracts are often, from a lawyer's point of view, loosely expressed, though in some cases this is not to be wondered at, considering the hasty manner in which they are drawn up. Some acquaintance with the legal principles governing contracts in general would often save subsequent trouble. Before going, therefore, into the particular case of the theatrical contract, it will be as well to set out some of these general principles.

Meaning of contract.

A *contract* has been defined to be where two or more persons enter into engagements with each other by a promise on either side. For instance, in a contract between a manager and an actor, there is a promise to act on the one side and a promise to pay on the other.

A contract, in general, is quite as binding where it is made by word of mouth as where it is in writing; although, of course, in the former case it is more difficult to prove.

Perhaps the only theatrical contract which *must* be in writing is one that appears, from its terms, to be incapable of being performed within a year from its date. For example, if a performer entered into a verbal contract with a manager to act at a theatre in fifteen months' time, such verbal contract is not enforceable by an action, and either party might break it without being liable.

Consideration.

Another important rule is that there must be a "consideration" for the contract, and this is so whether the contract is in writing or merely verbal. A contract under seal, however, does not require a consideration.

By "consideration" is meant some compensation or *quid pro quo*. Without it, no action can be brought on a contract. The salary paid to an actor is the consideration which will enable the manager to sue the actor; on the other hand, the performance by the actor is the consideration which would give him the right to bring an action against the manager if he broke his part of the contract. If an actor agreed to give his services at a theatrical performance and failed to do so, the manager would have no remedy against him in a court of law on the ground of want of consideration for the agreement.

Variation of written contracts.

As a general rule, where the parties to an agreement have chosen to put it into writing, the Courts will look to that writing for the terms of the contract, and will not allow evidence to be given of any terms outside such writing. There are exceptions to this principle, but they are complicated and technical, and need not be considered here. One of these exceptions, however, viz., that as to "custom of the profession," is discussed later on. It would be as well if this rule were remembered a little more in the profession; for nothing is more common than to find one party saying, especially when litigation is threatened, "Oh, we agreed upon this, though we didn't put it in the agreement."

Contract made by letters.

A valid contract can be made by letters, but there must be a clear offer on one side, and an *unconditional* acceptance on the other. A manager writes to an artiste offering a certain part at £10 per week, and the artiste replies, "I accept your offer—you to provide all dresses." Here there is no contract, because the artiste has inserted another term not in the original offer, viz., as to providing dresses. To make a proper contract the manager must accept the terms of the artiste's letter, and the contract then will be made by all the three letters.

Agents.

A contract can be entered into, not only by the principals themselves, but also by their agents properly authorised. The principal can appoint anyone as agent either by writing or word of mouth. The agent, unless he has special authority

for that purpose, cannot appoint another person to act in his place.

Grounds for determination of contract.

A contract can be put an end to on the ground of (1) Mistake; (2) Misrepresentation; (3) Fraud.

Mistake.

(1) *MISTAKE.*—The principle acted upon in cases of Mistake is that the law will not allow a man to make or accept a promise which he knows that the other party understands in a different sense from that in which he understands it himself. If, too, there is a genuine mutual mistake, it is clear there cannot be any agreement between the parties.

Misrepresentation.

(2) *MISREPRESENTATION.*—It has been laid down in the Courts that Material Misrepresentation, though innocent, affords a ground of relief from the liabilities of a contract into which such a representation has induced a man to enter. A man who has been induced to enter into a contract by misrepresentation can—

(i) Commence proceedings to have it set aside.

(ii) Resist an action brought on the contract.

Fraud.

(3) *FRAUD.*—Anyone induced to enter into a contract by fraud can—

(i) Have it set aside if he wish; for such a contract is only voidable, not actually void.

(ii) Bring an action against the other party for damages for deceit; or,

(iii) Affirm contract and ask for damages for loss he has sustained by the non-fulfilment.

Stamp on contract.

An agreement should bear a sixpenny stamp, which should be affixed either before or within fourteen days from its date. If under seal, it requires a 10*s.* stamp. It can be stamped at Somerset House, or signed over a sixpenny stamp. An agreement is *not* illegal if not stamped. This is a very common error. The only danger is that, if it should have to be used in a Court of Justice, a penalty of ten pounds would have to be paid before the Judge would look at it. An agreement, if out of time for stamping, can always be stamped on payment of a penalty, which can be reduced or remitted altogether by the Inland Revenue Authorities.

CHAPTER II.

THEATRICAL CONTRACTS.

Unlicensed theatres.

BEFORE a contract is entered into, the first question to be asked is, "Is the theatre duly licensed?" This is of more importance when the theatre is new, or is a little known one in the provinces.

The question of theatrical and music-hall licences generally is considered subsequently in Chapters VI. and VII., where the pains and penalties incurred by anyone keeping or acting in an unlicensed place of entertainment are set out. Mention should be made, however, of another danger.

In the first place, the manager of such a place could not enforce his contracts by injunction, or sue for damages for breach of contract. The same applies, though in a less measure, to the performer; for he, not being in the same position as the management for ascertaining whether the premises are licensed or not, has a little more latitude given him. If he did *not* know, he will probably be able to sue the manager; but if he knew of the absence of a licence, he would have a poor chance of succeeding in any action. It may be said that this is a case of "Where ignorance is bliss, 'tis folly to be wise." The safest way, however, would be to have nothing whatever to do with an unlicensed place of entertainment.

The following case* is an illustration of the above remarks:—

De Begnis v. Armistead

Messrs. De Begnis and Armistead entered into an agreement in September 1831 to bring out Italian operas and dancing for a few weeks at the Amphitheatre at Liverpool, which was unlicensed. Under the agreement the defendant was to furnish the lights, scenery, orchestra, an efficient corps de ballet, and dresses for the dancers, and the plaintiff agreed to provide the opera singers, and also their dresses. The parties were to divide the receipts on each night equally between them, and they were each to have one benefit night. The experiment

* De Begnis *v.* Armistead, 10 Bing. 107.

resulted in failure, and, when the parties came to balance up their accounts, the sum of £167 appeared to be due to Mr. De Hegnis, for which Mr. Armistead gave a bill of exchange. Unfortunately for the plaintiff, it was decided that the bill of exchange was bad, as it was given for an illegal consideration, namely, for money received for performances at a theatre which was unlicensed.

In another case it was decided that a partnership agreement relating to an unlicensed theatre could not be enforced.

Having ascertained that the theatre is duly licensed, the next point to consider is the form of contract to be used between the manager and actor. Let us consider a form of such a contract which has been in use in one of the London theatres, and is both full and clear:—

Form of contract between manager and actor.

AGREEMENT made this day of 18 . BETWEEN of (hereinafter called "the manager") of the one part, and of to play the part of and in such other works as may be decided upon (hereinafter called "the artiste") of the other part.

1. The manager engages the artiste at a salary of pounds per week to include all performances according to the custom of playhouse pay, that is, for such days and nights only as the theatre in which the artiste is playing shall be open for theatrical performances under the management of the manager.

2. The artiste to rehearse and perform to the best of his skill and ability at the said theatre, or any other theatre or place of amusement, as often as he shall be warned to do so by the manager, or any other person or persons duly authorised by him on his behalf (all such persons being included in the terms "the management" hereafter used), or by notice in the bills of the day or newspapers, the manager also paying the third class railway fares to and fro of the artiste when he may be required to perform away from the theatre he is playing at, and the artiste shall travel by such train or other conveyance as the management may appoint.

3. This engagement shall commence on the and shall continue in force until the but the artiste shall be bound to attend previous rehearsals (to be given free) as mentioned in the annexed rules.

4. In case of fire, epidemic, or other public calamity, the manager shall have an option to put an end to this engagement.

5. The annexed rules and regulations shall be taken to be incorporated with and form part of this agreement, and shall be binding upon the artiste, who shall also conform to the rules and regulations of any theatres at which he shall perform during this engagement.

6. All forfeitures, deductions, and stoppages of salary under the said rules and regulations, or damages for any breach of engagement, shall be considered to be a debt due from the artiste to the manager, who may retain the same out of any salary in his hands payable to the artiste, or, if the sum in the hands of the manager shall be insufficient for the purpose, the artiste shall pay to the manager the amount of such forfeitures, deductions, and stoppages, or so much thereof as shall be necessary, together with the salary then due and unpaid, to make up the full amount of such forfeitures, deductions, and stoppages.

7. The artiste shall not, without the previous consent in writing of the manager, assign or in any manner charge or incumber the salary payable under this agreement so as to deprive himself of the personal enjoyment thereof as the same may become payable, and the manager shall not be bound by and may disregard any notice of such dealings. If the artiste shall without such consent make or attempt to make any such assignment, charge, or incumbrance, or if he shall do or suffer any act or thing by reason thereof, the salary payable under this agreement would but for this clause become payable to any other person, or whereby he shall be deprived of the personal enjoyment thereof the manager shall be at liberty without any previous notice to determine this agreement and the engagement of the artiste hereby made, and thereupon all the clauses hereof (except such as may relate to any salary due and unpaid at the date of such determination) shall cease to have any effect.

8. During the continuance of this agreement the artiste shall not in any theatre, concert-room, or other public place whatsoever, without the previous permission in writing of the manager, practise, rehearse, act, sing, dance, recite, perform, or assist in any play, opera, piece, oratorio, concert, or other theatrical exhibition or entertainment of the stage or concert-room. Neither shall the said artiste advertise himself in any way or make any public announcement as to his connection with theatre without the previous consent in writing of the manager.

9. Notwithstanding anything contained in "The Employers' Liability Act 1880," or any Act continuing or amending the same, the artiste shall not, nor shall the artiste's legal personal representative, in case of the said artiste's death, have any right of compensation, or any remedy whatever against the manager in respect of any personal injury which may be caused to the artiste by reason of any defect in the condition of the ways, works, machinery, or plant connected with or used in or about the Theatre or any other theatre or place of amusement wherein the artiste may perform under this agreement, or by reason of the negligence of any person in the service of the manager at the said Theatre (or any such other theatre or place of amusement as aforesaid) who has any superintendence entrusted to him whilst in the exercise of such superintendence, or by

reason of the negligence of any person in the service of the manager to whose orders or directions the artiste at the time of the injury was, bound to conform and did conform where such injury may result from his having so conformed, or by reason of the act or omission of any person in the service of the manager done or made in obedience to the rules or bye-laws of the manager or in obedience to particular instructions given by the management.

10. After weeks' run, one week's notice to be considered sufficient notice for the termination of this agreement on the manager's side only.

As witness the hands of the said parties the day and year first above written.

General Rules and Regulations.

Referred to and forming part of the Annexed Agreement.

1. Every person engaged as a performer or in any other capacity in the theatre is required forthwith to enter his or her address in the general address book kept for that purpose by the porter at the stage door of the theatre, and to re-enter the same immediately on every removal, and, if the residence be more than one mile from the theatre, each person shall bear and pay the expense of all calls by post or otherwise.

2. Any person under any engagement or employment at this theatre acting, singing, dancing, reciting, performing, or otherwise exercising his or her talents, for his or her remuneration or for that of any other person, or for the advantage of any theatre, establishment, or place of amusement during such engagement or employment, without the previous permission of the manager in writing, and although not thereby prevented from fulfilling his or her engagement with the manager, shall for each and every such breach of the annexed agreement pay a sum not exceeding £200, to be ascertained by and in the discretion of the manager as and for liquidated damages, and shall also forfeit his or her engagement if the manager shall by writing declare it forfeited, but such forfeiture or damages shall not prevent the manager from applying to the Chancery Division of the High Court of Justice for an injunction to restrain such persons from committing any breach of the annexed agreement.

3. Every performer is expected to go on the stage whenever it is deemed expedient to sing the National Anthem (except when introduced in any dramatic performance) or incur the forfeiture of three nights' salary; such air or airs announced in the bills of the day or by call in the green room of the Theatre shall be deemed sufficient notice.

4. Any performer refusing or neglecting to act or appear in any part assigned to him or her, such part being within the terms of his or her engagement, he or she shall forfeit for every such part so refused three weeks' salary, and be liable to the cancellation of his or her engagement at the option of the manager.

5. The inability of any person to attend to his or her professional or other duties, whether arising from illness or any other cause, is to be communicated as soon as possible by a notice in writing accompanied in a case of illness by a medical certificate, which certificate shall truly state the nature of such illness, and in any other case by a true statement of the cause of the inability to the manager, who is not bound to pay any salary during such absence, whether such absence be occasioned by illness or other cause ; and should such absence exceed one month, the engagement may be cancelled at the option of the manager. All performers so absenting themselves will be required to give two days' notice in writing to the manager or his authorised agent of their ability to return to their duties, that there may be sufficient time to announce them.

6. The value of all written or printed music manuscripts, printed books or written parts, will be charged for if not returned to the person employed to receive the same at the theatre one week after the production of the piece, opera, or pantomime.

7. Every person engaged by the night is subject to the same forfeiture for neglect of duty according to the rate of salary as those on the regular establishment of the theatre.

8. Performers are not allowed to go in front of the house on the evening of their performing without express permission from the management.

9. Any person altering or defacing any cast, call, or notice of whatever sort or description shall forfeit half a week's salary.

10. Every person engaged at this theatre as a performer or otherwise will be paid weekly according to the usual mode of playhouse payment.

11. No performer or other person engaged or employed at this theatre shall be entitled to be paid for any day or days on which the theatre is not open for theatrical performances.

12. Any person found intoxicated or smoking in the theatre to forfeit a week's salary, or be liable to the cancellation of his or her engagement at the option of the manager.

13. All performers who by their engagement are to provide their own modern dresses shall appear in dresses of suitable quality and made after the authorities which will be furnished them.

14. All performers shall provide stage properties such as shoes, sandals, boots, tights, stockings, &c., in accordance with the period and colour of the dress which will be furnished to them. All modern dresses to be as near the present fashion as possible, and the management is to be at liberty to object to any such costume or part thereof, and in which case the performer is to provide another more suitable. No flowers or jewellery shall be worn without the permission of the management.

15. The management is to have the power without any previous notice to cancel the engagement of anyone engaged or employed by it for using obscene, vulgar, or insulting language, or for indulging in unseemly conduct within the walls of the theatre or without the precincts, should such conduct cause public scandal, or any scandal upon the artiste or the management.

16. No performer or other person engaged or employed at this theatre shall bring any person behind the scenes without the written permission of the management.

17. The close of each season will be announced a fortnight before by a written notice in the green room.

18. Any notice required to be given by the management to any person engaged or employed at this theatre may be left at the address which such person shall have last given, or, if no address has been so given, then the same may be deposited in the letter-rack or other place used for the deposit of letters in the theatre.

19. All performers shall attend rehearsals during thirty days previous to the commencement of the engagement thereof if required, and also such rehearsals as the management may think necessary during the engagement, but they shall not be entitled to be paid for any such attendances.

20. Rehearsals shall commence at the time mentioned in the call, ten minutes being allowed (for variation of clocks) for the first piece rehearsed, but not for any subsequent one.

21. Anyone absent from rehearsal shall be liable to have his or her engagement cancelled, or to forfeit such portion of his or her salary as the manager may think fit, and, if the part should consist of one scene only, it should be considered as a whole rehearsal.

22. For not being perfect at the last rehearsal (sufficient time having been given for study) one-seventh of a week's salary shall be forfeited.

23. Apologies for non-attendance at rehearsal are to be delivered to the stage manager or prompter before the forfeiture has been incurred, but it shall be entirely optional with the manager either to accept the apology or cancel the engagement, or inflict a forfeiture of salary as mentioned in Rule 21.

24. The manager may for any misbehaviour, or breach of any of the conditions of this agreement or of the rules of the theatre or recognised rules of the profession, impose such fine as in his discretion he shall deem fit.

Rules during Performance.

25. For not being ready to begin at the time announced in the bills, or for keeping the stage waiting at any other part of the perform-

ance—ten minutes being allowed for change of dress—to forfeit a week's salary.

26. No person whatever shall be permitted to stand behind the scenes at night or at a general rehearsal (unless called for the stage) on any pretence whatever under the forfeiture of one-seventh of a week's salary for each and every infringement of this rule.

27. Any person going on or off the stage at any other time or place, or in any other situation than that settled at rehearsal, or leaving the stage before the proper exit, or neglecting to wear the dress fixed on by the manager, or wearing apparel inconsistent with the character represented, or for creating unnecessary noise or disturbance behind the scenes or in the dressing-rooms, shall forfeit one-seventh of a week's salary.

28. Any performer or other person addressing the audience or replying to any of their observations without special permission shall be subject to the cancellation of her or his engagement, or the forfeiture of three weeks' salary at the option of the manager.

29. Any person being called by the audience and disobeying such call, if required by the management, shall forfeit one-seventh of a week's salary.

30. No substitution of language or of one song for another, or of one piece of music for another, without express permission will be allowed. Any person thus offending will be subject to the forfeiture of a week's salary for each and every infringement of this rule.

31. The time for commencing rehearsals and performances is regulated by the green-room clock.

32. All calls to be made from the green-room after the performances have commenced (unless there be a quick change of dress).

33. No person shall receive any communication (whether written or otherwise) during the performance, unless with the written permission of the management.

Benefit Regulations.

34. If any performer or other person engaged in the theatre shall take a benefit or share of benefit, or put in tickets, the treasurer shall be at liberty to require the usual deposit, or to stop and retain the whole of the salary of the person taking such benefit, and to continue stopping and retaining such salary until the deficiency of charges and expenses and of the amount due from him or her to the manager shall have been fully paid.

35. No drama, opera, pantomime or other exhibition of any kind whatever to be announced for a benefit unless sanctioned by the

management, and anyone issuing any bill or notice without the previous sanction of the manager to forfeit one week's salary, or the benefit to be declared void at the manager's option.

36. No auxiliary aid to be made use of for any benefit unless approved by the manager. The length and quality, also, of the performance to be by him decided.

N.B.—The Rules and Regulations will be strictly enforced.

I, the within named, do hereby agree to abide by the above rules and regulations.

Illness of actor.

A question which has several times arisen is as to the rights of actor and manager respectively where the former is unable to appear through illness and the contract is silent on the subject.

When manager can put an end to the contract.

Suppose a piece is to be produced, say at a London theatre, and the manager has secured the services of a well-known actor to take the leading part, and a day or so before the first night the star becomes too ill to appear, what then? Of course it is hard on the manager, but the poor actor deserves some consideration, and he gets it: for the manager cannot (unless there is an express stipulation in the contract to that effect) put an end to the contract, and get someone else to take the part. At least, if he does, he will be liable in damages.

Exceptions.

There are two exceptions, however, to this, viz.:—

(1) If there is an express stipulation in the contract that he may do so.

(2) If the performance of the condition is an essential to the contract, or "goes to the root of the matter."

What is, or is not, essential to the contract, is a question of fact—and therein lies a whole quagmire of litigation.

If it was well known to both parties that the manager only secured the services of the actor in question so as to send off the piece well on the opening nights, it might be said that the appearance of the actor, on these particular nights, was essential to the contract.

Let us, however, consider two decided cases illustrating these principles, the first being an instance of what did not go to the root of the matter, and the second of what did.

Bettini v. Gye

A contract was entered into at Milan between Mr. Frederick Gye and Mr. Bettini in the following terms:—

"Royal Italian Opera, Covent Garden, London, year 1875.

"The undersigned, Mr. Frederick Gye, Gentleman and Director of the Royal Italian Opera, of the one part, and Mr. Bettini, Dramatic Artiste, of the other part, have agreed as follows:—

"1. Mr. Bettini undertakes to fulfil the part of *primo tenore assoluto* in the theatres, halls, and drawing-rooms, both public and private, in Great Britain and Ireland, during the period of his engagement with Mr. Gye.

"2. This engagement shall begin on March 30, 1875, and shall terminate on July 13, 1875.

"3. The salary of Mr. Bettini shall be £150 per month, to be paid monthly.

"4. Mr. Bettini shall sing in concerts as well as operas, but he shall not sing anywhere out of the theatre in the United Kingdom of Great Britain and Ireland, from January 1 to December 31, 1875, without the written permission of Mr. Gye, except at a distance of more than fifty miles from London, and out of the season of the theatre.

"5. Mr. Gye shall furnish the costumes to Mr. Bettini for his characters according to the ordinary usage of theatres.

"6. Mr. Bettini will conform to the ordinary rules of the theatre in case of sickness, fire, rehearsals, &c.

"7. Mr. Bettini agrees to be at London, without fail, at least six days before the commencement of his engagement for the purpose of rehearsals.

"8. In case Mr. Gye shall require the services of Mr. Bettini at a distance of more than ten miles from London, he shall pay his travelling expenses.

"9. Mr. Bettini shall not be obliged to sing more than four times a week in opera. Mr. Bettini, in order to assist the direction of Mr. Gye, will sing, upon the request of Mr. Gye, in the same characters in which he has already sung and in other characters of equal position. In case of the sickness of other artistes, Mr. Bettini agrees to replace them in the character of first *tenore assoluto*.

"10. Mr. Gye shall have the right to prolong the period limited upon the same conditions, provided that the period does not go beyond the end of the month of April."

Now Mr. Bettini did not arrive in London before March 28, being unable, as he stated, from temporary illness to get there before. When he arrived he was ready to perform his part, but Mr. Gye refused to allow him to do so. Accordingly Mr. Bettini brought the

action. Mr. Gye's defence was that Mr. Bettini was not in London six days previous to March 30, in accordance with clause 7 of the agreement, and that he, Mr. Gye, had no notice of his illness, and that Mr. Bettini did not attend rehearsals, which it was necessary he should do.

Mr. Justice Blackburn decided in favour of the plaintiff, Mr. Bettini, and said that it was not made a condition precedent, or an essential of the contract, that Mr Bettini should be in London six days previous to the commencement of his engagement. It is true he broke his contract by not being there, but he could not help it, and if Mr. Gye had suffered any damage he should have sued him for the damage, and not have put an end to the contract altogether.

If Mr. Gye had added words to the seventh paragraph to the effect that if Mr. Bettini is not there at the stated time Mr. Gye may refuse to proceed with the agreement, or if, on the other hand, it had been said, "and if not there Mr. Gye may postpone the commencement of Mr. Bettini's engagement for as many days as Mr. Bettini makes default, and he shall forfeit twice his salary for that time," there could have been no question in the case. But there was no such declaration of the intention of the parties either way.

The Judge went on to say: "If the plaintiff's engagement had been only to sing in operas at the theatre, it might very well be that previous attendance at rehearsals with the actors in company with whom he was to perform was essential. And if the engagement had been only for a few performances, or for a short time, it would afford a strong argument that attendance for the purpose of rehearsals during the six days immediately before the commencement of the engagement was a vital part of the agreement. But we find on looking at the agreement that the plaintiff was to sing in theatres, halls, and drawing-rooms, both public and private, from March 30 to July 13, 1875, and that he was to sing in concerts as well as operas, and was not to sing anywhere out of the theatre in Great Britain or Ireland from January 1 to December 31, 1875, without the written permission of the defendant, except at a distance of more than fifty miles from London. The plaintiff therefore has, in consequence of this agreement, been deprived of the power of earning anything in London from January 1 to March 31, and, though the defendant has, perhaps, not received any benefit from this so as to preclude him from any longer treating as a condition precedent what had originally been one, we think this at least affords a strong argument for saying that subsequent stipulations are not intended to be conditions precedent unless the nature of the thing strongly shows they must be. And, as far as we can see, the failure to attend at rehearsals during the six days immediately before March 30 could only affect the theatrical performances, and perhaps the singing in duets and concerted pieces during the first week or fortnight of this engagement, which is to sing in theatres, halls, and drawing-rooms and concerts for fifteen weeks.

We think, therefore, it does not go to the root of the matter so as to require us to consider it a condition precedent. Judgment must be given for the plaintiff." *

The second case † is an instance of where the failure of the actor to perform went to the root of the matter.

Poussard v. Spiers & Pond.

An action was brought by M. Poussard on behalf of his wife, Madame Poussard, against Messrs. Spiers & Pond. This latter firm had taken the Criterion Theatre, and was about to bring out a French opera, which was to be produced in Paris and London, and their manager, Mr. Hingston, by their authority, entered into a contract with the plaintiff's wife as follows:

"Criterion Theatre,
"*October* 16, 1874.

"To Madame Poussard,

"On behalf of Messrs. Spiers & Pond, I engage you to play and sing at the Criterion Theatre on the following terms:—You to play the part of Friquette, in Lecocq's opera "Le Pres St. Gervais," commencing on or about November 14 next, at a weekly salary of £11, and to continue on at that sum for a period of three months, providing the opera shall run for that period. Then, at the expiration of the said three months, I shall be at liberty to re-engage you at my option, on terms then to be arranged, and not to exceed £14 per week for another period of three months. Dresses and tights requisite for the part to be provided by the management, and the engagement to be subject to the ordinary rules of the theatre.

"E. P. Hingston, *Manager*.

"Ratified—Spiers & Pond."

The first performance of the piece was announced for Saturday, November 28. No objection was raised on either side to this delay, and Madame Poussard duly attended the rehearsals. Owing to delays on the part of the composer, the music of the latter part of the piece was not in the hands of the defendants until a few days before the day announced for the production of the piece, and the final rehearsals did not take place until the week on the Saturday of which the performance was announced. Madame Poussard was taken ill, and, though she struggled to attend the rehearsals, she was obliged on November 23 to leave the rehearsal and call in medical attendance.

Mrs. Liston, the defendants' stage manager, upon hearing on the Wednesday (November 25) the possibility that Madame Poussard might be prevented by illness from fulfilling her engagement, sent to a theatrical agent to inquire what artistes of position were disengaged,

* Bettini *v.* Gye, 1 Q.B. D. 183.

† Poussard *v.* Spiers & Pond, 1 Q.B. D. 410.

and, learning that Miss Lewis had no engagement till December 25, she made a provisional arrangement with her by which Miss Lewis undertook to study the part and be ready by Saturday to take the part in case Madame Poussard was not then recovered so far as to be ready to perform. If it should turn out that this labour was thrown away, Miss Lewis was to have a douceur for her trouble. If Miss Lewis was called on to perform, she was to be engaged at £15 a week up to December 25 if the piece ran so long. Madame Poussard continued in bed ill, and unable to attend either the subsequent rehearsals or the first night, and Miss Lewis's engagement became absolute, and she performed her part on Saturday, Monday, Tuesday, and up to the close of the engagement, December 25. The piece proved a success, and, in fact, ran for more than three months. On Thursday, December 4, Madame Poussard having recovered, offered to take her place, but was refused, and for this refusal the action was brought.

Mr. Justice Blackburn, in delivering the judgment of the Court in favour of Messrs. Spiers & Pond, said :—

"We think that from the nature of the engagement to take a leading, and indeed the principal female part (for the prima donna sang her part in male costume as the Prince de Conti), in a new opera which (as appears from the terms of the engagement) it was known might run for a longer or shorter time and be a profitable or losing concern to the defendants, we can see that it must have been of great importance to Messrs. Spiers & Pond that the piece should start well ; and, consequently, that the failure of Madame Poussard to be able to perform on the opening and early performances was a very serious detriment to them.

"Now, in the present case, we must consider what were the courses open to the defendants under the circumstances. They might, it was said, in the argument before us, have postponed the bringing out of the piece till the recovery of Madame Poussard, and if her illness had been a temporary hoarseness, incapacitating her from singing on the Saturday, but sure to have been removed by the Monday, that might have been a proper course to pursue. But the illness here was a serious one of uncertain duration, and, if the plaintiff had at the trial suggested that this was the proper course, it would, no doubt, have been shown that it would have been a ruinous course, and that it would have been much better to have abandoned the piece altogether than to have postponed it from day to day for an uncertain time, during which the theatre would have been a heavy loss.

"The remaining alternatives were to employ a temporary substitute until such time as the plaintiff's wife should recover, and, if a temporary substitute capable of performing the part adequately could have been obtained upon such a precarious engagement on any reasonable terms, that would have been a right course to pursue,

but if no substitute capable of performing the part adequately could be obtained, except on the terms that she should be permanently engaged at higher pay than the plaintiff's wife, in our opinion it follows as a matter of law that the failure on the plaintiff's part went to the root of the matter, and discharged the defendants."

It would certainly be unfair if the performer could light-heartedly continue ill, with the knowledge that the worried manager could not get rid of him, and that he would always have a snug part ready for him whenever he chose to go back.

The difficulty might be avoided from a manager's point of view by having a clause inserted in the contract that if the actor is too ill to appear on the first night the manager shall have a right to put an end to the contract.

The manager, however, has some consolation, for the law gives him power to refuse to allow the performer to act, however wishful the latter may be, if he is not in a fit condition to do so properly.

Robinson *v.* Davison.

An action * was brought by Mr. Robinson, a professional musician, against the husband of a well-known pianiste, Miss Arabella Goddard (for, in the gallant days before the Married Women's Property Acts, the law did not allow the lady herself to be sued) under the following circumstances:—

In December 1870 plaintiff entered into an agreement with Mrs. Davison (Miss Goddard) that she should perform on the evening of January 4, 1871, at a certain fee. There was no stipulation in the contract as to the contingency of Mrs. Davison being too ill to perform. On the morning of the concert day the plaintiff received a letter from her that she was too ill to appear. The concert was stopped and plaintiff sued for damages. In giving judgment in her favour, the late Lord Bramwell said:—

"It is admitted that the lady was not fit to play, and that it would have been dangerous to her life to go to the concert, and if she had gone that she could not have played efficiently; I think that, under such circumstances, we may well hold that it was part of the bargain, not merely that she should be excused from playing, but that she should not be at liberty to play. It cannot be, surely, that she would have had a right to insist on performing her engagement as best she could, however ineffectually that might be, and then demand payment of her fee from Mr. Robinson."

It must be noted, however, that if the illness is brought

* Robinson *v.* Davison, L. R. 6 Ex. 269.

on by the actor's own fault the Courts will not help him, for, as the law quaintly puts it, "the illness must be caused by the act of God." For instance, drunkenness would not be a legal excuse, though, of course, it is well known that actors never get intoxicated. Drunkenness no excuse.

Suppose, however, the performer, after having entered into a contract, proves incapable, not because of illness, but simply because he has not the necessary talents, what can the manager do? Cases have been known where an actor, with refreshing self-confidence, has breezily contracted to play a part far above his qualifications. If a manager, say, engages a tenor for his comic opera whom he finds not only does not take but cannot even sing properly, is he justified in putting an end to the contract? Yes, he is. But he must be careful. If it is simply temporary incapacity and not actual incompetence, the manager cannot break the contract without laying himself open for an action for damages. Incompetence of actor.

Mr. Harley, in February 1883, entered into a contract with Mr. Henderson, manager of the Comedy Theatre, to perform for twelve months at a salary of £15 a week, and half salary for matinées. He was to play to the very best of his ability, and voluntarily to comply with the rules and regulations of the theatre at which he might be playing. On June 16 Mr. Henderson wrote Mr. Harley saying he had received complaints from the author of the piece in which he was singing, from the chorus mistress, and the conductor of the way he sang, and that he himself had heard him sing "frightfully out of time," and the conductor said he had felt obliged to cut out some of the music. He therefore considered Mr. Harley's engagement forfeited. Mr. Harley thereupon brought an action to recover damages for wrongful dismissal. The case came before Mr. Justice Mathew, and, as usual in these cases, both sides were able to bring plenty of evidence to bear out their respective views. Harley v. Henderson.

Mr. Justice Mathew, in giving judgment, said that the only question in the case was as to whether the defendant had, or had not, wrongfully determined the agreement into which he had entered with the plaintiff. The defendant had set up two defences—

(1) That the contract had been subject to a condition that Mr. Harley should sing in tune any parts that might be allotted to him.

(2) That the plaintiff had, in fact, been unable to perform his part in the agreement, having become incompetent properly to perform the parts allotted to him.

As to such alleged inability, it was admitted, on behalf of the

defendant, that any temporary inefficiency on the plaintiff's part would not have been any justification for the peremptory determination of the engagement, and that the defendant could only rely upon such inefficiency if it had been of a kind to have gone to the root of the contract. After reviewing the evidence adduced by either side, the judge said that the defendant's manager had treated any inefficiency of which he had complained to the plaintiff as only temporary. The first formal complaint made by Mr. Henderson himself had been in the middle of June; and even then he had only gone so far as to say that he wished Mr. Harley not to sing beyond the termination of the season. In conclusion, the judge gave it as his opinion that the plaintiff had not been shown to have become unable properly to have performed the parts allotted to him, and, finding this as a fact, he fixed the amount of damages to be paid by the defendant at £250.*

Fines and forfeits.

One of the most usual features of a theatrical contract, and the rules that go with it, is the system of fines and forfeits which meet the unfortunate actor at every turn. It will be a source of comfort, therefore, to some of them to know that even the manager himself is not all-powerful, but he, too, is controlled by a higher power. The Courts will not allow him to fine as he likes. He must use his power with reason, as the following case † will show :—

Graddon v. Price.

In the year 1827 Mrs. Geesin, who was advertised to play the part of Catherine in the "Siege of Belgrade" on a particular night, was on the day before taken so ill as to render it impossible for her to appear according to her engagement. Miss Graddon, who for some time had been in the habit of playing that part, was in consequence sent for by Mr. Wallack, the stage manager, and informed that she would be required to undertake the part. She remained at the theatre and went through part of the rehearsal, and then asked permission to go home that she might read over the part, as it was some time since she had played it. This was assented to by Mr. Wallack, and her name was advertised in the next day's bills to appear in the evening.

About two o'clock, after the bills were printed, she sent a message to the theatre, stating that she would not play, and in consequence an apology was made for her non-appearance, and the part was performed by Miss Tree. That part of the rules and regulations on which the defendant relied was as follows: "Anyone refusing to study, rehearse, or perform at the appointment of the manager shall forfeit £30." It appeared that £10 of this fine had been remitted. When Miss Graddon came for her salary, £20 was kept back as a fine under such

* Harley *v.* Henderson, *Times*, Feb. 19, 1884.

† Graddon *v.* Price, 2 C. & P. 610.

rule, and accordingly Miss Graddon sought to recover the £20 in a court of law.

The judge said:—"The services of the plaintiff in this case are admitted, and it is admitted also that they are worth £10 a week, and that £20 is due to her unless it has been properly deducted for a fine. I think that the proprietors of a theatre are perfectly right in having regulations and enforcing them by the payment of fines. It is a duty which they owe to themselves and the public, for, if performers should refuse to appear on the night for which they were advertised, the property in the house would be in danger of being injured by the audience, and I am sure that performers will find it to their interest to submit to these fines if they do not appear when the public has a right to expect them. I agree with my brother Wilde that the regulation relied on in this case must have a qualification.

"The jurisdiction of a manager is a very arbitrary one, but in this kingdom all arbitrary jurisdictions have a limitation. I allow that in this case there must be reasonable notice. It is said that the plaintiff had sufficient notice for a person who had acted the same character before, and, if you think that it was so, that will get over the difficulty. *But if you think she had not sufficient notice—for a performer is not to* destroy her reputation by taking a part in haste—then undoubtedly the defendant had no right to claim the fine, and the plaintiff will be entitled to a verdict for the amount."

CHAPTER III.

THEATRICAL CONTRACTS (*continued*).

Performing on Sunday.

A VERY usual clause is that during the continuance of the contract the artiste shall not perform elsewhere. Does this prevent an artiste from performing on Sunday at a club, for which performance he or she receives no remuneration?

In the following very important case Mr. Justice Hawkins held that it did not:—

Kelly *v.* London Pavilion, &c.

The plaintiff, Miss Rose Kelly, a girl of about fifteen, was a music-hall artiste, and performed as a mimic, singer, and dancer. Her professional name was Miss Sybil Arundale, and in December 1896 she entered into three contracts with the London Pavilion, Limited, the Oxford, Limited, and the New Tivoli, Limited, to perform in their music halls for a number of periods of about eight weeks, at a salary of £8 a week from each hall, that being £24 a week in all. Her last period of eight weeks' service commenced in December 1896, and her last performance at the halls was on Saturday, January 9, following. On Sunday, January 10, she went at night to the New Lyric Club upon invitation from that Club, who were giving a concert or variety entertainment, and sang there a song, "Darling Tekle Sweetheart." The plaintiff danced at the Club, but was not paid for anything that she did there. When she went to the music halls on the Monday to carry out her engagements, she was informed that her engagements were at an end because she had broken her contracts by performing at the New Lyric Club without having obtained permission to do so.

The matter came on for trial before his lordship and a special jury in June 1897, and it was arranged that his lordship should construe the contracts, and say whether or not what had happened was a breach of the plaintiff's contracts, and justified the defendants in putting an end to her engagements.

The provision in the plaintiff's contracts upon which the proceedings mainly turned said that the plaintiff agreed to perform every evening in the usual entertainments at the halls, and, in addition to this, it was said "that the said artiste shall not perform before or during the engagement at any theatre, music hall, club, concert, or place of entertainment," within one mile of the music halls where she was engaged, without having first obtained permission to do so. At the trial there was evidence upon the one side and the other as to what

would constitute on the part of the plaintiff a "performance" such as would justify the defendants in cancelling the contracts which they had entered into with her.

Mr. Justice Hawkins, in giving judgment, said that the plaintiff was a girl of fifteen, who during 1894 and 1895 had acted as a dancer, singer, and mimic professionally at music halls, and in December 1896 she entered into contracts to do these things with the three defendant companies. She was to receive during the periods for which she was to dance or sing £8 a week from each of the three sets of defendants. She also contracted that she should not before or during her engagements perform at any theatre, music hall, club, concert, or place of entertainment, other than those for which she was engaged, without having first obtained permission to do so. In the event of the plaintiff not observing the condition, then the defendants to have the option to cancel her contracts. This would be a serious thing for her, considering the periods over which her contracts extended, because she was bound not to perform elsewhere before or during her engagements. The New Lyric Club was a social club, and they gave entertainments or concerts to members and their friends on Sunday evenings. A good many professional people assisted at those entertainments, but received no remuneration for what they did, and there was no admission money paid either by members or guests. Twice in 1896 the plaintiff had been present at the Club on Sundays, as an invited guest, and had assisted at the entertainment without having received any permission from the defendants, and without their having made any complaint. In January 1897, on a Sunday evening, the plaintiff danced and sang for a few minutes at the Lyric Club, and she seemed to have no idea that in doing this she was violating her contracts with the defendants, she being under the impression that Sundays were days when no permission from the defendants was needed. Under the circumstances, what he (Mr. Justice Hawkins) had to consider was, what was the real meaning and intention of the contract. This would divide itself into three parts: First, what was the *real meaning and intention of the contracts between the parties*; second, whether the contracts were broken, so as to justify their cancellation by the defendants; and third, whether the breach of the contracts was waived by the managers of the music halls or any of them. As to the first of these matters, what was the plaintiff bound to do, and what to abstain from doing? By the words of the contracts she was under obligation to perform "every evening" at the time notified by the managers in their usual entertainments. According to the strict meaning of the words, "every evening" would include Sundays as well as week-days, but he was satisfied that was not the intention, and that the meaning was every evening on which music halls might legally be opened. Sunday had always been regarded as a *dies non* in reference to dramatic matters. These things confirmed him in the opinion that the contract to perform

"every evening" ought to be interpreted as being exclusive of Sundays, and that the managers of the halls could not call upon the plaintiff to perform on Sunday at all. Then, what was the plaintiff prevented by the contract from doing? She could not give any such performance as would defeat the object of the contracts. He did not say that the artiste could claim unlimited freedom of action on Sunday; he did not think that she and others could give a public performance such as she was engaged to perform on week-days. Subject to this, he saw no reason why an artiste should not as a guest sing and perform among a number of friends to entertain and amuse them. He had to say whether the plaintiff had "performed" at the Lyric Club within the meaning of the word as it was used in the contracts. He thought that neither party to the contract intended the word to be used in an unlimited sense, and that what took place at the Lyric Club was not a performance within the meaning of the contract. Then, had the plaintiff the tacit permission of the defendants for what she did? There was no evidence of any artiste having been dismissed or remonstrated with for having done as the plaintiff had done, and the plaintiff herself had never been spoken to upon the subject. Although he thought that the dismissal of the plaintiff was an exceedingly hard measure, he had not arrived at his conclusion without considerable difficulty, and that conclusion was that the plaintiff was entitled to verdicts in the three cases. He thought, however, that the claim for damages, as it had been put forward, was excessive, and he awarded her damages to the amount of £32 in each case.

The judge added that these contracts, especially when entered into with a girl of fifteen, should be more plainly set forth, and especially that it should be made clear whether they had any application to Sunday or not.

Verdict and judgment were given for the plaintiff.

Custom.

In construing contracts, a factor that has often to be taken into consideration is "custom of the profession." That is to say, a term of a contract can be altered very considerably from its apparent *meaning* by "explaining" it in the light of some universal professional usage or custom.

As a general rule, contracts should be construed according to the natural meaning of the words used, except—

(*a*) Where the context affords a different interpretation, and,

(*b*) Where their conventional meaning is not the same as their legal sense.

In the latter case, the meaning to be attributed to the words must depend upon whether the parties at the time of

making the contract had, or had not, the law in their contemplation.

A custom to be accepted in a court of law must be— Essentials of a custom.

1. Certain;
2. Universally accepted by the profession;
3. Reasonable; and
4. Not inconsistent with the general law.

An instance of such a custom arose on the question of whether salaries were payable when the theatre was shut.

Grant v. Maddox. Miss Grant, an actress, was engaged by Mr. Maddox, the lessee and manager of the Princess's Theatre to act for three years—being paid £5 for each week of the first year, £6 for each week of the second year, and £7 for each week of the third year. Mr. Maddox refused to pay Miss Grant's salary for twelve weeks of the first year, amounting to £60, and also for nine weeks of the second year, amounting to £54. She brought an action against him to recover these amounts, and failed. Mr. Maddox tendered evidence showing that, according to the understanding and custom of the theatrical profession, under an engagement to perform for one or more *years*, actors were never paid during the vacation when the theatre was closed, but only what was called the theatrical *season*. This evidence was accepted, and judgment given for the defendant.*

Though custom in the hands of a 'cute litigant may be a useful weapon, yet it is one that has to be used with discretion. The judges are very chary of altering the terms of an actual written contract by any evidence outside it.

In a recent case at the Westminster County Court, one of the parties tried to set up a custom in the theatrical profession that all engagements entered into by agents required to be ratified by the principal, which is contrary to the ordinary law. The judge, however, after hearing the evidence, stated he should hold there was no such custom. It certainly would be most inconvenient and unfair to artistes if there were.

Fechter v. Montgomery. Another attempt to set up a custom was made in the case of Fechter *v.* Montgomery.† This case is interesting, because the Court recognised that fame is as much an object with actors as money, and that part of the consideration to an

* Grant *v.* Maddox, 15 M. & W. 737.

† 33 Beav. 22.

actor in a contract is the chance of being brought prominently before the public.

In 1862 the plaintiff, Mr. Fechter, the lessee of the Lyceum Theatre, entered into negotiations with the defendant, a leading actor of considerable distinction in the provincial theatres, with a view to engage his services. Interviews took place between them, at which the defendant expressed his earnest desire of acting in London in Shakespeare's plays, and said he was willing to make a pecuniary sacrifice for the attainment of that object. Mr. Montgomery said, "Mr. Fechter, remember that I come to you not to be idle, but to act," to which he replied, "Certainly, that is so." The plaintiff promised the defendant an immediate appearance, and stated the parts to be given to the defendant, and he proposed to open with one of such plays. The parties shook hands on the bargain, which did not, however, appear to be very definite; but a day or two afterwards the defendant, having expressed a wish that his engagement should be in writing, Mr. Barnett, the plaintiff's stage manager, wrote to the defendant as follows:—

"Dear Montgomery,—I am directed by Mr. Fechter to offer you an engagement at the Lyceum Theatre for two years, commencing January 1, 1863, at a salary of £7 per week for the first and £10 per week for the second year, it being thoroughly understood that no advantage will be taken of the confidence you have reposed in Mr. Fechter.

"Yours truly,

"H. Barnett, *pro* C. Fechter.

"*July* 28, 1862."

The defendant replied by simply accepting the offer "on the terms and conditions named in the letter of July 28, 1862." There was no other written agreement. The salary was considerably less than that which the defendant was earning by his country engagements, which was £30 per week.

The plaintiff opened the Lyceum Theatre on January 7, 1863, with a dramatic piece called the "Duke's Motto," in which Mr. Montgomery was not engaged. This piece proved eminently satisfactory to the public, and lucrative to the plaintiff, and he had continued the performance of it from day to day down to the present time. Mr. Montgomery had not as yet made his appearance, though he had been willing and anxious so to do, but he had regularly received his salary. He was, from the commencement, advertised in the play bills as about shortly to appear.

The defendant, being greatly dissatisfied, had an interview with the plaintiff on June 13, 1863, when he complained and stated that he should go, and "that, if the plaintiff would not break his engagement in a friendly way, he would break it from the present moment."

The defendant, thereupon, entered into an engagement with Mr.

Vining to perform at the Princess's Theatre, commencing June 20. The plaintiff immediately commenced an action to restrain him, and the case then came on upon a motion for an injunction. In support of the motion, the plaintiff's stage manager made an affidavit, stating as follows: "It is the custom of actors, and well understood by them in their profession, that when an actor is engaged at a theatre, although the agreement may be silent on the subject of his performing elsewhere, he is bound by the person engaging him to perform only at the theatre at which he is engaged, the object of an engagement by the manager of the theatre being, not merely that it should be at his discretion to avail himself of the present engagement, but should at the same time exclude the person engaged from offering his services to any other theatre."

Lord Romilly, in giving judgment, said: "I am of opinion that this is not a case in which the Court ought to interfere by way of interlocutory injunction to restrain the defendant from acting. Having regard to the situation of the parties, having regard to the nature of a contract of this description, and having regard also to the previous letter of June 21, 1862, written to Mr. Barnett, and the conversation which took place prior to this agreement being entered into, with respect to which conversation there does not appear to be much difference on either side, I am of opinion that the contract was an agreement entered into by Mr. Fechter to employ Mr. Montgomery during a reasonable time to act at this theatre, and that it was an agreement on the other side that he (Mr. Montgomery) should not perform elsewhere without the consent of Mr. Fechter; but there was a mutuality in the agreement entered into on both sides, on the one side that he should have an opportunity of displaying what his abilities and talents were before a London audience, and on the other side that he should not act elsewhere unless with the permission of the plaintiff. That being the state of the case, the only questions are whether that contract has been really broken between the parties, and who was the person that first broke it, so as to entitle the other to say that it is no longer binding upon him. Here the defendant carries on the profession of an actor, a profession peculiar in its character and results, for it is to be observed that his success entirely depends on pleasing the public and upon being constantly before the public. It is clear that the great object of any gentleman wishing to become a distinguished actor, when he has already established a reputation in the provinces, is to have an opportunity of appearing upon the London stage and before a London audience. That is the object for which a person enters into a contract of this description, and it would be defeated if the effect of the contract is this, that if the gentleman who engaged him is not bound to employ him, and does not in fact do so, so as to give him an opportunity to display his talent and abilities, yet he is not to be at liberty to act elsewhere, unless by the permission of the gentleman who engaged him. I entertain no doubt that

it was a mutual contract between the parties, and also that Mr. Fechter so understood it.

"It is shown by Mr. Barnett's letter, and by the conversation itself, that this was part of the contract entered into between them. The plaintiff is not at liberty to say, 'Although this is a part of the mutual contract between us, and I cannot perform it, still I will bind you not to play at any other theatre.' The consideration which was promised to Mr. Montgomery, and which is binding upon the plaintiff, is twofold: he was to receive seven guineas a week, and was to have an opportunity of showing what his abilities were before a London audience. He is justified in saying, 'I cannot take one part of the consideration without the other. You have deprived me of part of the consideration for five months; I do not complain of your non-performance of that part for that period, but allow me now to show the public what I can do.' Mr. Fechter, in reply, says, 'That the success of the piece which he is at present playing is such that he cannot do it, and he declines to act upon the contract.' I am of opinion that the defendant, Mr. Montgomery, waited a reasonable time, and that it was not necessary to give any further notice than to say, 'If you do not comply with the contract, and permit me to appear within a month, I will abandon the contract.' Nay, more, that no such specified time was necessary when Mr. Fechter informed him that the piece then running would be continued to be played, and would render it impossible for the defendant to appear at the Lyceum. The defendant then enters into a contract to appear elsewhere, and I am of opinion that he was justified in so doing."

But, as was said in a recent case, a manager cannot be expected to give every actor whom he engages a part in every play which may be produced, and, generally, to attempt to do so would not be for the benefit of the actor. The reader is referred to the case of Grimston *v.* Cuningham, on p. 35, for an illustration of this.

"Season" If a performer engages himself for the "season," he leaves it at the discretion of the proprietor of the theatre to fix what the season is, subject, of course, to his construction being reasonable, and if an actor agrees to perform at theatre A he should not perform at theatre B.

Both these points are illustrated by a case* in which that well-known actor, Mr. C. P. Flocton, was a party.

Montague *v.* Flocton. In August 1871 the following letter was written by Mr. Flocton:

"Dear Sir,—I accept the engagement for the Globe Theatre, under the management of A. J. Montague, Esq., at a weekly salary

* Montague *v.* Flocton, 16 Eq. 189.

of £5, and, if required to go into the provinces, travelling expenses paid and 20 per cent. on my London salary. Line of business, old men and character business, to commence about October 2, 1871, for the season of not less than nine months' duration. A fortnight's rehearsal to be given prior to the opening, subject to the rules and regulations of the theatre. Signed C. P. Flocton."

During the pendency of the agreement, namely, on March 2, 1872, the plaintiff and defendant entered into another agreement, which was accepted by the defendant in these terms:—

"I hereby accept the renewal of my engagement with H. J. Montague, Esq., for his next season, on the same terms as at present existing between us. Signed C. P. Flocton."

It appeared that in May 1872 a notice was posted in the green room of the Globe Theatre to the effect that the season would close on June 4, on which day all pending engagements would terminate, and the house was accordingly closed on that day. A company was then formed by Mr. Montague for certain theatrical performances in the provinces, in which the defendant took part, and these performances commenced on June 4, and terminated on September 28, 1872.

The next London season at the Globe Theatre commenced in October 1872, and Mr. Flocton played at the theatre as he had previously done till March 10, 1873, when he requested Mr. Montague to allow him to perform at the Regent's Park Theatre, which was to be opened in May. Upon this occasion, according to Mr. Montague's statement, Mr. Flocton said: "I only ask you to lend me, and shall finish my engagement with you afterwards." The plaintiff declined to accede to the defendant's request on the ground that he should require his services for the next piece that was to be brought out. On April 2 Mr. Flocton wrote the following letter to Mr. Montague:—

"Dear Sir,—As you are aware that my engagement with you terminated on December 2 last, pursuant to our agreement bearing date March 2, 1872, I am desirous to close my connection with your theatre, and therefore now give you four weeks' notice in pursuance of such my desire."

The plaintiff's solicitors then wrote Mr. Flocton pointing out that he had taken a wrong view of the contract, and calling upon him to be in attendance the following morning at 11 o'clock to rehearse the part assigned to him. This summons not being attended to by Mr. Flocton, the plaintiff was obliged to engage another actor, Mr. Palmer, to perform the part assigned to him.

The plaintiff then discovered that Mr. Flocton was negotiating for an agreement to act at a new theatre in course of erection in London before the expiration of the term comprised in the agreement of March 2, 1872, and April 28, 1873, and he also discovered that the

defendant was advertised as intending to act on May 8 at the Crystal Palace, in the part of Polonius, in "Hamlet," and consequently an action for an injunction was commenced.

It was alleged by Mr. Flecton that, according to the prevailing custom, the manager had the right of closing the season by notice, and that he had done so. The plaintiff alleged that notice did not close the season. There was conflicting evidence on that point. The Judge, Vice-Chancellor Malins, in the course of his judgment, said:—"I must treat Mr. Flecton as if he were the greatest actor in the world, and as if wherever he went the public would run after him, and according to this, if a proprietor engages an actor to perform for him, he is not, because he is only wanted for three nights a week, to be at liberty to go and perform at any other theatre during the other three nights, and thereby take away the advantage of the contract which he has entered into with his employer.

"That, in my opinion, is utterly inconsistent with the proper construction of the contract. There is no doubt whatever that a proper construction of these contracts is, that where a man or woman engages to perform or sing at a particular theatre for a particular period that involves the necessity of his or her not performing or singing at any other during that time. Under these circumstances, I am clearly of opinion that Mr. Montague has established that Mr. Flecton is under an engagement to perform for him, and, being under that engagement, is not at liberty to perform at any other theatre whatever without his permission. I think it is a matter of very great importance for actors to understand that entering into a contract to perform at theatre A obliges them to perform there alone, and that they cannot be permitted to perform anywhere else, so long as the other party performs his part of the agreement. I am, therefore, of opinion that Mr. Montague is entitled to the injunction."

It has been subsequently decided that the judge ought not to have granted an injunction, because there was no negative stipulation in the contract*; but it is sufficiently shown that the plaintiff could probably have obtained damages for breach of contract.

"Re-engagement."

An important decision has recently been given as to the meaning of the word "re-engagement" in the case of Robey *v.* Arnold and Lumley. The case is so important that the evidence in it shall also be given.

Robey *v.* Arnold.

The plaintiff, Mr. George Robey, was a music-hall artiste, and the defendants were two solicitors who had been appointed receivers in bankruptcy to the estate of Mr. Dilcott, a well-known theatrical agent. The plaintiff had performed at most of the principal music halls in

* Whitwood Chemical Co. Ltd. *v.* Hardman, 1891, 2 Ch. 416.

London, and also in the provinces, and he had employed Mr. Dideott to obtain engagements for him, and commissions thus became payable to Mr. Dideott. He entered into partnership with Mr. Lathom, and the firm became Dideott & Co., but that partnership was afterwards dissolved, and Mr. Dideott became bankrupt, and the defendants were appointed receivers to his estate. At that time there were commissions due to Mr. Dideott in respect of engagements obtained for the plaintiff. The plaintiff on October 15, 1895, executed an indenture by which he mortgaged his salary to secure payment to the defendants of £48. 15*s.* 7*d.* due for commission, and any future sum to become due, and interest. The plaintiff now complained that the defendants had improperly given notice to persons by whom he had been employed to induce them not to pay him his salary or part of it. The defendants, by their pleadings, asserted their right to do what they had done, under the provisions of the mortgage deed which the plaintiff had executed.

Counsel for the plaintiff opened the case at some length, saying that the result of it would mainly turn upon the construction to be placed upon certain passages in the mortgage deed. Mr. Dideott had obtained for the plaintiff various engagements, and amongst them engagements at the Oxford, Pavilion, and Tivoli halls, which were all three under the same board of management. There was at the date of the deed due to Mr. Dideott for commission £48. 15*s.* 7*d.*, and the plaintiff, by the deed, covenanted to pay this sum and other commission which might become due in respect of re-engagement, with interest. The payment was to be by weekly instalments of £10 each, and it was admitted that in this way the £48. 15*s.* 7*d.* and interest had been discharged, as had also all commission which had become due down to December 1895. This exhausted all commission upon all engagements which Mr. Dideott had obtained for the plaintiff, and extended down to a time when Mr. Dideott had ceased to be in a position to make such engagements, and, according to the plaintiff's contention, the mortgage deed then came to an end. The defendants on their part asserted that they had further claims for commission due in respect of re-engagements, and one material question in the cause would be, what was the meaning of this word "re-engagement" in the deed. In January last Mr. Robey was performing at the Theatre Royal, Birmingham, where the defendants gave notice to the proprietors of that establishment, and asked them to stop the salary or part of the salary, so that by this means the defendants might obtain payment of a further sum of £474, which they said was due from the plaintiff for commission in respect of re-engagements.

Now the question would be whether there was any such sum due at all. It was further said that there had already been a good deal of dispute as to the meaning to be placed upon the mortgage deed, and upon the word "re-engagement" which occurred in it, and it had been thought desirable that in the present proceedings some definite meaning might be placed upon it.

Mr. Harry Lundy, the manager of the Oxford Music Hall, was called for the plaintiff, and said that he was in the same position in 1895. The Oxford, Tivoli, and Pavilion were all under one joint board of directors.

Had the term "re-engagement" any special significance in the profession?—A re-engagement would be an engagement made by the agent who got the original engagement, and if another agent came in that would be a new engagement. Otherwise there would be two commissions to pay.

Cross-examined: If the second engagement were not made through the original agent, then he would not be entitled to commission upon it.

Mr. Glenister, the manager of the London Pavilion, did not know that there was any specific meaning to be given to the word "re-engagement" in the profession.

Mr. Vernon Dowsett, of the Tivoli, also did not know that the term had any specific meaning in the profession.

Mr. Walton submitted that there was no evidence of there being any technical meaning attached to the term.

Mr. Justice Darling did not think that there was any evidence to leave to the jury upon that matter.

Plaintiff's counsel argued that there was no evidence of any re-engagement within the meaning of the term in the deed. It meant the prolongation of a particular engagement through the agent who had effected the engagement originally, and did not mean any future engagement made by another agent, and with which the original agent had nothing to do.

Defendant's counsel contended that re-engagement meant any second engagement or further engagement following upon the original engagement with the same employer, the deed providing that commission should be paid upon all engagements.

Mr. Justice Darling held that what had happened in this case were re-engagements within the meaning of the deed, though it might be excessively hard upon the plaintiff that he should have to pay 10 per cent. upon engagements at these music halls for many years to come.

Plaintiff's counsel addressed his lordship as to the construction to be put upon certain passages in the mortgage deed. The mortgage was to be in respect of all commission "that had accrued, or was accruing," and no new engagements but one had then been made for 1896, and no commission was "accruing" in respect of salaries which had not then begun to be paid.

Defendant's counsel drew attention to this, that the plaintiff covenanted to pay until all the commission "at present due or hereafter to become due shall have been satisfied," and said that this would surely include commission upon the re-engagements.

Mr. Justice Darling held that there was nothing due from the plaintiff to the defendants under the mortgage deed, and that the

defendants had no claim to commission upon the salaries earned by the plaintiff upon the contracts for re-engagements.

Judgment was given for the plaintiff on part of the claim, and an interim injunction to restrain the defendants from seeking to stop the payment of the plaintiff's salary to him was continued.

In the course of the case it was said that a similar question had already been raised in four County Courts, and hundreds of engagements would be affected by the decision. Execution was stayed with a view to appeal.

The case was carried to the Court of Appeal by the plaintiff, and heard on February 10, 1898. The plaintiff's appeal was allowed, and Lord Justice A. L. Smith, in giving judgment, said the first question was whether the contract of 1896 was a fresh engagement or a re-engagement. Robey engaged to pay 10 per cent. commission on all his re-engagements; but the question whether the 1896 engagement was a fresh one or merely a re-engagement ought to have been left to the jury. The defendants, as the receivers of the Dideott estate, counterclaimed against the plaintiff, relying on the mortgage deed; but it seemed to him that they had no claim against Robey under it. The words in the contract "have accrued or are accruing," in his opinion, clearly referred to the batch of engagements covered by the old agreement of 1892. That being so, it was admitted that no commission in respect to those engagements was owing, and the deed of 1895 was satisfied. The defendants had no power to claim commission on subsequent engagements merely as being receivers of Dideott's estate. That decision made it unnecessary for a jury to decide the first question, namely, whether these last engagements were, in fact, re-engagements or entirely fresh engagements, and, therefore, a new trial would not be granted. The appeal of the plaintiff must therefore be allowed, and he was also entitled to his injunction. The cross-appeal of the defendants would be dismissed with costs, the defendants to pay the plaintiff's costs of this appeal and in the court below.

Lord Justices Chitty and Collins concurred, and judgment was accordingly entered for the plaintiff on the claim and counterclaim.

Another important case as to agent's commission was recently heard at one of the London County Courts. A firm of variety agents sued Miss Marie Collins to recover £3 4s., commission said to be due on an engagement procured.

It appeared that the defendant met with a railway accident, and was unable to carry out the engagement. The railway company paid her compensation, and the plaintiffs considered that she ought to pay them commission. Defendant was called and stated that she met with an accident at Preston. She was ill in bed for four weeks, and had to undergo an operation. The railway company paid her £100

compensation. His Honour remarked that the contract held that defendant was to pay commission on the money earned from this engagement. He was very clear that plaintiffs were not entitled to this commission, but would adjourn the matter for further consideration. On Thursday his Honour said that he had postponed judgment because the plaintiff's solicitor stated that the case was one of importance to the profession. The plaintiffs had obtained the engagement for the defendant, but she was unable to appear at the performance by reason of receiving serious injuries in a railway collision, but they said that they were entitled to their commission because the railway company had compensated Miss Collins; but he considered the demand was made on fallacious grounds, because according to the agreements entered into between artistes and their agents the latter were only to be paid commission on money received for their services, and if by any reason or any cause beyond the artistes' control they were unable to fulfil the engagement the money was not earned and no commission accrued. It was said that one of the items of the defendant's claim against the railway company comprised the loss she sustained through being unable to appear at the Cambridge. It was, however, by no means clear that she would, as a measure of damage, receive the whole amount she had lost. He, therefore, came to the conclusion that the plaintiffs failed to establish this claim for commission, and gave defendant a verdict with costs.

"Starring."

Some remarks made by Mr. Justice Mathew in a recent case relative to "starring" may be read with profit by many a vain artiste.

The judge said that he was not satisfied that the recollection of the defendant was correct as to the particular way in which his name was to be starred in the day bill. But, in any case, it was preposterous to treat that as a condition precedent to the performance of the contract by the defendant. All the starring that anybody could possibly want was provided by the posters. The defendant had acted in a most unreasonable manner. Two days before the play was to be performed, and after the manager had sent to the defendant the posters, the defendant telegraphed in the most peremptory way saying that he would not appear unless he was starred in the day bill. That was a most unreasonable request to make at that time, when all the printing had been done, and only one day was left to make preparations for the performance. There would be judgment for the plaintiff with damages.

Malicious enticement.

If a manager has engaged an artiste who is maliciously enticed to break his or her contract, the manager will have a right of action for damages against the person so enticing.*

* Lumley *v.* Gye, 2 E. & B. 216. It should be stated, however, that con-

Contracts with infants.

Lastly, it behoves everyone to beware of entering into a contract with an infant, *i.e.* a person under twenty-one years of age, be he manager, actor, or apprentice, for his contracts are void unless for necessaries, and what are necessaries it is not always easy to tell.

It is true that an apprenticeship deed entered into by an infant to learn a business or trade is *primâ facie* binding on him, yet if any of the terms are of an unusual character, and are not for the benefit of the infant, the contract will be void.

De Francesco v. Barnum.

In the case of De Francesco *v.* Barnum * it appeared that an indenture of apprenticeship had been entered into between the plaintiff, a teacher of stage dancing, and an infant and her mother. It contained covenants that, during the term of the apprenticeship, the services of the apprentice could be at the plaintiff's disposal, that the apprentice should not enter into any professional engagement without the written consent of the plaintiff, and that the plaintiff should have the right to make professional engagements for the apprentice and pay her for such services at the rates mentioned.

The infant entered into an engagement with Mr. Barnum to appear at Olympia. The plaintiff brought actions to restrain her from appearing there.

It was decided by the judge that the clauses in the apprenticeship deed were unusual and not for the infant's benefit, and the contract was therefore void.

Dangerous Performances Acts of 1879 and 1897.

While on the subject of infants, the provisions of the Dangerous Performances Acts of 1879 and 1897 must be borne in mind. The law shortly is as follows.

Any person causing a male under sixteen, and female under fourteen, to be employed in any dangerous performance, and the parent or person having custody of such child who shall aid and abet, shall, on summary conviction, be liable for each offence to a penalty not exceeding £10.

If an accident happens to such a child, his or her employer is liable to be indicted as having committed an assault, and the Court can order the employer to pay compensation not exceeding £20.

siderable doubt has been thrown on this case by the decision of the House of Lords in Allen *v.* Flood 67 L.J. Q.B. 119.

* 60 L.J. Ch. 63.

Except where an accident causing bodily harm to a child occurs, no prosecution, &c., shall be commenced without consent of the chief officer of police for the district.

The full text of the Acts is given in the Appendix.

Prevention of Cruelty to Children Act 1894.

Another very important Act which is given in the Appendix is the Prevention of Cruelty to Children Act, 1894, by which children under the age of eleven years are prohibited from singing, playing, or performing in premises licensed according to law for public entertainments, or in any circus or other place of public amusement to which the public are admitted by payment.

By the same Act children under the age of sixteen years are not allowed to be in any place for the purpose of being trained as an acrobat, contortionist, or circus performer, or of being trained for any exhibition or performance which in its nature is dangerous.

Any person who causes or procures a child, or having the custody, charge, or care of any such child, allows it to perform, &c., in contravention of the Act, is liable to a fine not exceeding £25, or in default to three months' imprisonment with or without hard labour.

A licence may, however, be granted for any child exceeding seven years of age. Application should be made to a petty sessional court, or in Scotland to the School Board.

Garnisheeing Artiste's Salary.

It may be considered certain that an artiste's salary cannot now be garnished, or attached, in England * unless it is actually due and not paid. For instance, if the salary for the whole week is not payable until Saturday at eleven o'clock, then, notwithstanding that the artiste has worked through the rest of the week and strictly speaking is entitled to a proportionate part of the salary for each day on which he has performed, yet this cannot be attached. If, though the week's salary is payable on Saturday, it is not, as a matter of fact, paid on that day, but, say, on the following Tuesday, then it can meanwhile be attached. In Scotland there seems an easier method by what is known as arrestment.

* Hall v. Pritchett, 3 Q. B. D. 215.

Circuses and Matinées.

An interesting and instructive case was lately heard in the Stonehouse County Court as to payment for matinées in circuses.

At Stonehouse County Court, William Charles Eastman, Bristol, proprietor of the ladder troupe of performers known as "The Three Esenladors," sued W. and C. Hancock, proprietors of the Winter Gardens Circus, Plymouth, for £2 for four matinée performances. Mr. Edgcumbe Stevens, for plaintiff, stated that under the contract he agreed to give performances for two weeks at £8 per week. The question was, whether, where an artiste was engaged to perform at so much per week, it simply meant nightly performances, or included matinée performances. Plaintiff was called upon to give four day performances, in addition to those at night. As, owing to the illness of one of the troupe, one night performance was not given, £1 was deducted for this; and the custom being that matinées were paid for at half-salaries, £2 was claimed for the four matinée performances. Plaintiff said when it was not stated in the contract matinées were paid for extra, at half-salary for each performance. He said nothing about the matter at the first matinée, as Miss Hancock, cashier, with whom he made the contract, was in Paris. Miss Hancock, for defendants, said it was the rule in connection with circuses, whether travelling or stationary, for a troupe to perform whenever required, even if it was three times a day. Judge Woodfall: That might mean a performance every half-hour. Miss Hancock: And it might mean only once a day. Angel Anthony Dodd, stage manager, the New Palace Theatre, Plymouth, speaking from twenty-five years' experience, said the custom was to pay half-salary for matinées, unless specified otherwise in the contract. That custom had been followed at the Palace. Miss Hancock submitted that the rule at the Palace, being a music-hall, was not the same as at a circus. The witness said that made no difference. Miss Hancock added that defendants engaged all their artistes for two weeks' performances, and sometimes they performed three times a day. A circus was altogether different to a concert-hall, where larger salaries were paid, the audiences being composed of a better class of people. In the circus they ran a cheap show on a twopenny admission, and they were obliged to make contracts with performers accordingly. Charles Ernest, circus equestrian, with twenty-six years' experience, said it was an understood rule that performances should be given both afternoon and evening. He had been called upon to give four performances in one day. His salary at Hancock's Circus was £8 per week. Carl Barnardo, manager and secretary of the Winter Gardens, said the custom was that a performer should give two performances a day in a travelling circus and two performances a day occasionally in a stationary circus. Angel A. Dodd, recalled by his Honour, said there was no difference between a music-

hall and a circus in regard to custom, as the two places of amusement were now practically merged into one. Six "shows" constituted a week. His Honour, observing that both parties relied on custom, said the custom must be a reasonable one and well known. He could not say the defendants' custom was well known, and he should not be prepared to find without a great deal more evidence that it was a reasonable custom. The performance in question must be a very fatiguing one, and the performers should know what they were expected to do. He held that the alleged custom had not been proved, and that the contract was made in relation to evening performances only. At the same time, before he found that it was the custom to pay one-half salaries for matinées at a circus he should require more evidence, as the stage-manager of the Palace Theatre had not had experience of circuses. In the absence of any written contract, he thought plaintiff was entitled to sue for the afternoon performances, and, as the sum claimed was reasonable, he gave judgment for the amount with costs.

CHAPTER IV.

INJUNCTIONS AND DAMAGES.

Specific performance of personal services.

THAT "you can take a horse to the water but you cannot make him drink" is an old and oft-proved proverb, and the respected judges who administer law in this land are only too ready to carry this out where theatrical contracts are concerned. If a pretty actress engages to perform at a certain theatre, and is wicked enough not to do so, all the judges in the world cannot make her. They can mulct her in heavy damages for breach of contract, but they cannot physically compel her to carry out her contract. This is what is meant when it is said that the Courts will not decree specific performance of contracts for personal services. The Courts, however, have power to prevent the fascinating lady in question from using her talents at another theatre in the event, and *in this only*, of there being a "not" in the contract; that is to say, there must be some stipulation that she will not perform at any other theatre.

To obtain an injunction there must be a negative clause.

Of course, every agreement to do a particular thing in one sense involves a negative; that is to say, it involves the negative of doing that which is inconsistent with the thing you are to do; but, unless there is an actual negative clause in the contract that the actor will not perform at any other theatre, the actor cannot be restrained by injunction from so doing. The law, as laid down by the judges until comparatively lately, was otherwise. In the celebrated case of Lumley *v.* Wagner*—which has been supposed to be the leading case on injunctions and theatrical contracts—Mr. Lumley, lessee of Her Majesty's Theatre, obtained an injunction against Mdlle. Johanna Wagner, who wished to perform for Mr. Gye. There was a clause in that contract as follows: "Mdlle. Wagner engages herself not to use her talents at any other theatre, nor in any concert or reunion,

Lumley *v.* Wagner.

* 5 De G. & S. 185.

public or private, without the written authorisation of Mr. Lumley." The Lord Chancellor (Lord St. Leonards) seemed to think that even if there had been no negative stipulation he would still have granted an injunction. Whether he meant this or not, it has clearly been laid down by higher Courts in later cases that the Courts will not grant an injunction in such a case unless there is an actual negative clause. This has been lately shown in the case of Fredericks *v.* Waller.

The party applying for injunction must have performed his part.

If one of the parties has failed to perform his part under the contract, he will be unable to obtain an injunction against the other party. But the defendant in such a case would have to prove up to the hilt that the plaintiff did omit to carry out his part of the contract. A very interesting case illustrating this was decided so lately as 1893.

Grimston *v.* Cunningham.

The case* was one in which the plaintiff was Mr. William Hunter Kendal Grimston (known professionally as Mr. Kendal), and Mr. Cunningham, the actor, was defendant. From an affidavit by plaintiff's solicitor, it appeared that on July 15, 1893, the plaintiff and the defendant entered into the following agreement:—

"I hereby agree to engage with Mr. W. H. Kendal to act as a member of his company on tour in the provinces of Great Britain and Ireland, for a period of two weeks, or longer if required, prior to American tour commencing on or about September 4, 1893, at a weekly salary of £6, and to receive full salary for all matinées and usual railway fares. A fortnight's rehearsal to be given prior to commencement of tour.

"And, furthermore, I agree to engage with Mr. W. H. Kendal to act and to understudy as a member of his company, on tour in the United States of America and Canada, for a period of twenty-five weeks, or longer if required, but not to exceed forty weeks, commencing on or about October 9, 1893, at a weekly salary of £10, and ordinary first class railway and steamship fares, said week to consist of seven performances, and to receive full salary for all performances over seven. A fortnight's rehearsal to be given prior to opening in New York.

"And it is further understood that Mr. W. H. Kendal has the option of retaining my services (on giving one month's notice prior to termination of American tour) for a tour in the provinces of Great Britain and Ireland, for a period of not less than twelve weeks, or longer if required, commencing on or about September 14, 1894, at a weekly salary of £7, and to receive full salary for all matinées and usual railway fares.

* Grimston *v.* Cunningham, 1 Q.B. D. (1891), p. 125.

"I make this engagement subject to the rules and regulations thereof, which are annexed hereto.

"(Signed) PHILIP CUNINGHAM."

"I hereby agree to engage Mr. Philip Cuningham for the tours above mentioned, subject to the rules and regulations which are annexed hereto.

"(Signed) W. H. KENDAL."

The only one of the rules and regulations material to the present case was the third, which was as follows:—

"No member of the company is allowed to act, sing, or appear publicly at any other theatre or place of entertainment without special permission of the management. A breach of this article incurs a forfeiture of engagement, and renders the member liable to immediate dismissal."

It further appeared from the affidavits that the defendant went to America, arriving on September 28, 1893, that in October the plaintiff's company produced in America a play called "The Second Mrs. Tanqueray," and that on October 16 the defendant wrote the following letter to the plaintiff:—

"Owing to the great success of 'The Second Mrs. Tanqueray,' it now seems very improbable that you will have practically any requirement for my services, and I should feel obliged to you if you would cancel my engagement. As you will remember, you gave me to understand clearly in Mr. Blackmore's office that I should play in 'The Second Mrs. Tanqueray,' 'The White Lie,' and 'The Silver Shell,' which assurance I feel certain was given in perfectly good faith on your part. However, as circumstances have shaped themselves, I now see no possibility of your being able to give me the parts which you mentioned in these pieces, and, as I cannot afford at this stage of my career to spend a period, probably of eight months, in understudying, I should be very glad if you will kindly let me know the earliest date at which you can release me, so that I can return to England."

The plaintiff declined to release the defendant from his engagement. On October 21 the defendant sailed for England, and about the beginning of November he entered into an engagement at the Opera Comique Theatre, and appeared in a play produced there. The plaintiff instructed his solicitors by telegraph, and on November 9 a writ was issued claiming an injunction and damages. On November 10 the order now appealed from was made.

The defendant's affidavit contained the following statement:—"Although the agreement between us is silent as to the parts which I was to play (being a printed form), the plaintiff promised me, and it was distinctly understood between us, that a certain line of parts of the same importance as I had previously been accustomed to play under several well-known London managers should be allotted to me on joining his company. From the commencement of the

rehearsals, I found that the plaintiff was not carrying out his promises in letting me play the parts arranged." One of the parts referred to was the part of Sir George Orreyd in "The Second Mrs. Tanqueray." A further affidavit used on behalf of the plaintiff contained the following statement:—"Although the defendant at the time he left New York was not in the cast of the play then being performed by the plaintiff and his company, namely, 'The Second Mrs. Tanqueray,' he was an understudy of one of the parts in such play, and, as such, he had to attend the theatre nightly, in order to ascertain whether the actor whose part he understudied was able to play that evening, and at the time he threw up his engagement it was necessary, for the proper carrying out of the plaintiff's business, that the defendant should present himself at the theatre each evening, it being uncertain whether his services would be required or not."

Mr. Justice Wills said:—"It is contended on behalf of the defendant that the agreement is one which ought not to be enforced by injunction, on the ground that it does not contain a negative stipulation. The words are, 'No member of the company is allowed to act, sing, or appear publicly at any other theatre without special permission of the management. A breach of this article incurs a forfeiture of engagement, and renders the member liable to immediate dismissal.' In my opinion that stipulation is as distinctly negative as anything can possibly be. This is an agreement of a kind which is pre-eminently subject to the interference of the Court by injunction, for in cases of this nature it very often happens that the injury suffered in consequence of the breach of the agreement would be out of all proportion to any pecuniary damages which could be proved or assessed by a jury. This circumstance affords a strong reason in favour of exercising the discretion of the Court by granting an injunction.

"Then it is said that the defendant had ceased to be a member of the plaintiff's company. I do not think so. This could only be the case if the contract were rescinded, or if there were such conduct on the part of the plaintiff as to justify the defendant in treating it as if it were rescinded. It is stated in the defendant's affidavit that the plaintiff promised that he should play the part of Sir George Orreyd in 'The Second Mrs. Tanqueray.' The defendant writes the letter of October 16, but he does not say there what he now says. I am of opinion that what is alleged to have passed in conversation is no part of the contract. It might be taken into consideration if it indicated a want of good faith on the part of the plaintiff, but that is out of the question, on the facts which appear from the affidavits. It is clear that the allotting of particular parts to the defendant was not intended to be part of the consideration of the contract. It is certainly true, as has been argued, that the Court will decline to interfere by injunction where the plaintiff fails to do that which he has promised to do as part of the contract.

"In the present case, what is the obligation on the part of the plaintiff contained in the contract? The plaintiff engages the defendant to act and understudy, but that does not mean that he undertakes to provide a part for him in every play that may be produced. A manager cannot be expected to give every actor whom he engages a part in every play which may be produced, and, generally, to attempt to do so would not be for the benefit of the actor. All that the defendant can be entitled to is to have a reasonable opportunity of acting and understudying, having regard to all the circumstances of the case.

"On October 16, only seven days after 'The Second Mrs. Tanqueray' was first produced in America, the defendant writes a letter assuming that this particular play is to go on for the whole of the time during which the plaintiff's company is to remain in the country. But such a statement cannot afford any evidence against the plaintiff unless he acquiesced in it. The defendant does not say that the plaintiff acquiesced, and, on the other hand, the plaintiff puts in a very straightforward affidavit, which explains the true state of the facts. Moreover, the defendant's own letter and affidavit show that at least two other pieces were contemplated as likely to be produced by the company. It comes to this, that after the lapse of a week the defendant chose to assume, probably erroneously, that the whole of the rest of the tour would be lost to him, so far as the opportunity of appearing in any parts was concerned. For the reasons which I have stated, I am of opinion that the order, of Bruce, J., granting an injunction, is right, and ought to be affirmed."

Injunction only granted when injury irreparable.

But, although a negative stipulation in a contract is necessary before an injunction can be obtained, it should also be remembered that it does not follow that because there is such a negative covenant that an injunction would be granted. The Court only grants injunctions when the injury would be a serious one; in fact, when it would result in "irreparable damage." If it is adequately reparable by damages, the Court will not grant an injunction. The reason one sees in the theatrical world so many instances of injunctions being granted is that it is not possible to estimate the amount of damage that will be done, say, to one theatre by its principal actor suddenly leaving the piece and appearing at another theatre.

This is exemplified in the case of Mapleson *v.* Bentham.*

Mapleson *v.* Bentham

In 1870 plaintiff engaged the defendant to sing for him during the following season at the opera, and an agreement, which had no

* 20 W.R. 176.

other date than the year 1870, and which was in the French language, was entered into as follows :—

"1. That the defendant shall employ his talents for the plaintiff as first tenor absolute at theatres and rooms in Great Britain during the engagement hereinafter mentioned with the plaintiff.

"2. That this engagement shall commence at the commencement of the grand season in London in April, and shall continue during the said season.

"3. That the defendant's salary shall be 3,000 francs monthly, to be paid each calendar month.

"4. That the defendant shall sing in concerts as well as operas, and shall sing nowhere else in the Kingdom of Great Britain, except at the theatre of the plaintiff, during the year 1871, nor within twenty miles of London during the year following the expiration of the said engagement, without the written permission of the plaintiff.

"10. The plaintiff shall have the right to renew this engagement for the season of 1872, with a salary of 5,000 francs monthly, and for the season of 1873 with a salary of 7,500 francs monthly."

It was stated that the defendant had since the end of the London season sung at Dover and Gloucester without the plaintiff's consent, and that he was advertised to sing at Brighton on November 30, 1871. The defendant in reply stated that previously to his singing at Gloucester his name had been advertised for two months, and that he had mentioned his intention of singing there in the plaintiff's presence and no objection was made.

The application by the plaintiff for an injunction to restrain the defendant from singing at Brighton on that date, or from singing at any other place, except in a theatre or concert room belonging to the plaintiff, without his written permission, the Court of Appeal, confirming the decision of the judge below, refused to grant an interlocutory injunction on the ground that there was no evidence of any irreparable injury likely to happen to the plaintiff.

Instance of reparable injuries.

"Liquidated damages."

A clause is very often inserted in contracts, especially in music-hall contracts, that in case there is a breach of a particular term in the contract a certain sum shall be paid by the performer to the proprietor, such sum to be "liquidated damages, and not by way of penalty." In such a case no injunction would be granted, as the damages for breach of contract are already ascertained and agreed by the parties, and an injunction is therefore not necessary.

Previous compromise.

Another instance where an injunction might not be granted is where there was a previous compromise by the plaintiff for money from other parties under similar circumstances, as this would show that the breach of contract could be repaired by damages.

"Barring Clause."

In music-hall contracts a clause commonly known as the "barring clause" is often inserted. By this an endeavour is made to keep a well-known performer, who may have been engaged for the particular hall in question, from performing within a specified distance from the hall during a certain period. It is obviously to the interest of the proprietor who has engaged a star artiste to appear for him to keep such artiste to himself, as it were. This applies more particularly to suburban and provincial halls and theatres. It is well known that contracts are frequently signed without first being read, and much heartburning has been caused by the subsequent discovery that the contract contained a stringent barring clause. Sometimes the actor will boldly perform at a place barred by his contract and risk the consequences. In such a case the proprietor of the first hall has two rights of action, viz. for an injunction, and for damages. It is obvious that the first one is by far the more important. In the first place, it is immediate, and will have the effect, if granted, of at once stopping the performer from appearing at the rival entertainment. In the second place, it is often difficult to show any actual damages suffered.

Remedies for breach.

Barring Clause must be reasonable.

In order to get an injunction it must be shown that the "barring" clause is a reasonable one, and what is "reasonable" is a question of fact.

Canterbury and Paragon, Limited, v. Lloyd.

A very good illustration is afforded by the well-known case of the Canterbury and Paragon, Limited, *v.* Miss Marie Lloyd, decided in 1898. In this case the barring clause was, "not to perform at any occasional concert, town-hall, or institute, or in any other public establishment within one mile and a half from the Canterbury Theatre, or three miles from the Paragon Theatre, or on the Surrey side of the river Thames within five miles of the Canterbury Theatre, after signing or during the term of this agreement, without the written consent of the managing director."

Now, as is well known, such contracts are often signed months or years before the date of the actual performance, so the stringency of it can be imagined. Miss Lloyd appeared at the Grand Hall, Clapham Junction, in breach of such agreement, and the Canterbury and Paragon, Limited, at once applied for an injunction. In this they were unsuc-

cessful, for Mr. Justice Kekewich refused an injunction, on the ground that the clause was unreasonably wide.

Acquiescence.

Another point to be remembered with regard to injunctions is that acquiescence in the breach of contract will debar the aggrieved person from obtaining an injunction, and delay in applying to the Court will be evidence of such acquiescence.

If, for instance, there is a stipulation in the contract that the artiste shall not perform at another theatre during his engagement, and he does so to the knowledge of the manager once or twice, this might be held to be acquiescence in the breach of the contract, and thus prevent the manager later on from obtaining an injunction against him for a further offence of the same kind.

Conduct of party applying must be fair and honest.

The conduct of the party who goes to the Court for an injunction must be fair and honest; even if he has an acknowledged right his conduct in the matter must be free from blame; there must be no taint of fraud or illegality on his side, and the state of things complained of must not have been brought about by his own conduct.

Injunctions irrespective of contract.

But injunctions, or orders restraining certain acts of certain people, can be obtained irrespective of contracts. If an author finds an unauthorised person is going to represent his play, he can obtain an order restraining such representation.

Nuisance.

Any existing nuisance can be restrained by an injunction. For instance, it may be a nuisance to the tenants of premises adjoining a theatre to have a crowd collected in front. The reader is referred to the case of Barber *v.* Penley on page 47 for an instance of this.

Libel.

An injunction, moreover, will be granted restraining publication of a libel, or the making of slanderous statements calculated to injure another in his business.

Interim injunction.

When it is a proper case for one, an interim injunction will be granted immediately, which will continue until the trial of the action, when the case is heard fully. Then the Court may dissolve the injunction or make it perpetual.

Disobeying injunction.

Disobeying an injunction renders the party liable to imprisonment for contempt of Court.

Action for damages.

The alternative remedy in case of breach of contract is an action for damages against the party breaking it.

Damages for breach of contract.

With regard to damages for breach of contract, it must be remembered that only such damages are recoverable as arise naturally from the breach of the contract, or, as has been said, are such as may be reasonably supposed to have been in the contemplation of the parties at the time the contract was made as the probable result of it. A very prevalent error is that of supposing that a person whose contract has been broken can recover all the damages that he has been put to. This does not at all follow. In fact, he may, even though he win his case, be considerably out of pocket by the transaction. For example, in an action by a passenger against a railway company for breach of the contract to deliver him at his destination, he may claim as damages the expense of getting there by other reasonable means, if there be any, or compensation for the trouble and inconvenience of walking there, if there be no other means of getting there, because it is the direct object contemplated in the contract, that he should reach his destination; but he is not entitled to claim compensation for an accidental injury or illness occasioned to him in the course of reaching his destination by such means, for such consequences are neither the proximate consequence of the breach of contract nor within the contemplation of the parties at the time of contracting. On the same principle, a loss of business appointments caused by the delay of a passenger is not in general chargeable by him as damages.

All damages cannot be recovered.

No damages for injury to feelings, except in actions on torts and those for breach of promise to marry.

Moreover, in actions for damages on contracts no damages can be awarded for mere disappointment or vexation of mind caused by the breach of contract.

But in the case of wrongs apart from contract (which wrongs are called torts) the damages are entirely in the discretion of the jury, and they are at liberty to take into consideration the injury to the party's feelings, and the pain he has experienced.

There is one exception to the rules as to damages for injury to feelings, viz., in the case of an action for breach of contract to marry. In assessing damages for a breach of promise to marry, not merely the loss of an establishment in life, but to a certain extent the injury to a person's feelings may be taken into account.

Damages must not be too remote.

But, though greater latitude is given in actions of tort or wrongs apart from contract, yet even in these the damages must not be too remote.

In the following cases damages have been held too remote and not recoverable :—

Where the defendant libelled a public singer, in consequence of which she broke her engagement with the plaintiff, and would not sing, and

Where the manager of a theatre brought an action against a person who horsewhipped one of his actors so soundly as to prevent him from performing.

CHAPTER V.

MANAGEMENT AND AUDIENCE.

Rights of the audience to criticise.

It is well known that the great British public has vast ideas of its own rights inside the walls of a theatre. Not content with consuming light refreshment in the pit, its members consider they have a constitutional right to noisily express the feelings for the time being uppermost in their minds. Of course, it is always open to hiss the villain and applaud the hero, but that is a subtle compliment to the actor, and hardly criticism. They can go further, however, and express appreciation or disapprobation of an actor's interpretation of a character—nay, even bait the unfortunate author—without fear of breaking the law. But there is a point beyond which the audacious public may find itself face to face with the stern majesty of the law; for it is laid down that disapprobation may be shown only if it is honest; that is to say, the ebullitions must be the expression of the feelings at the moment; for if a body of men were to go to a theatre with the settled intention of hissing an actor or damning a piece, they would be punishable criminally for conspiracy.

Criticism must be honest.

Hissing an actor.

Moreover, strange and inconsistent as it will no doubt appear to many a member of the aforesaid British public, the owner of a theatre has the right to increase the prices of seats at his own will, and an enraged "pittite," when he finds that the price of his favourite seat has been raised, say, from two-and-six to three shillings, has no legal right to smash the property of the theatre in revenge.

The well-known case of Clifford *v.* Brandon* will be interesting as illustrating these points, and also from an historical point of view.

Riots. Clifford *v.* Brandon.

The case was the outcome of a notorious state of things in Covent Garden Theatre in 1809. It was an action for assault and false imprisonment. It appeared in evidence that the plaintiff, a gentle-

* 2 Camp. 358.

man of great eminence at the Bar, on October 31, 1809, between nine and ten o'clock in the evening, went into the pit of Covent Garden Theatre, which had been lately rebuilt. On this, as on every other night from the first opening of the house, great noise and confusion prevailed on account of the prices of admission to the pit and boxes being raised, and the public being excluded from a number of boxes, which were let to particular individuals for the season. The performance on the stage was inaudible, the spectators sometimes stood on the benches, and at other times sat down with their backs to the performers. While the play was representing, "God save the King!" and "Rule Britannia!" were sung in different parts of the theatre; horns were blown, bells were rung, and rattles were sprung; placards were exhibited exhorting the audience to resist the oppression of the managers; and a number of men wore in their hats the letters O.P. or N.P.B., meaning "old prices" and "no private boxes"; but although there were some sham fights in the pit, no violence was offered to any person, either on the stage or in any other part of the house, and no injury was done to the theatre itself, or any of its decorations. When Mr. Clifford entered, there was a cry of "There comes the honest counsellor," and, a passage being opened for him, he went and seated himself in the centre of the pit. Soon afterwards a gentleman asked him if there was any harm in wearing the letters O.P. He answered, "No." The gentleman then asked him if he had any objection to wear them himself. He said he had not. The letters O.P. were then placed in his hat, and he put it on thus, ornamented. He continued, however, to sit, without taking any part in the disturbance, and he persuaded a person who was near him to desist from blowing a trumpet. Having conducted himself in this quiet manner while he remained in the theatre, he was retiring from it. Whether the performance was entirely over at the time did not certainly appear. When he had got about two yards from the pit door, where the money was received, the defendant, who was box-keeper to the theatre, ordered him to be taken into custody. A constable accordingly laid hold of him and carried him to the police office in Bow Street, before Mr. Read, the magistrate presiding there, but nothing being proved against him, except that he wore O.P. in his hat, after being detained about half-an-hour, he was set at liberty. The question was, whether these facts proved the justification for the arrest.

Chief Justice Mansfield said:—"The first great question for the consideration of the jury will be whether the plaintiff was instigating a riot at Covent Garden Theatre on the evening in question, and then they must determine whether he was arrested while the riot continued. As to the existence of a riot in the house, no doubt can be entertained. It appears that for a great many nights there were riots of such a nature as to put an end altogether to dramatic representation. I cannot tell upon what ground many people conceive they

have a right to make such a prodigious noise as to prevent others from hearing what is going forward on the stage. . . . These premeditated and systematic tumults have been compared to that noise which has been at all times witnessed at theatres in the immediate *expression of the feelings of the audience upon a new piece*, or the merits or defects of a particular performer. These cases, however, are widely different. The audience have certainly a right to express by applause, or hisses, the sensations which naturally present themselves at the moment, and nobody has ever hindered, or would ever question, the exercise of that right. But if any body of men were to go to a theatre with the intention of hissing an actor, or even of damning a piece, there can be no doubt that such a deliberate and preconcerted scheme would amount to a conspiracy, and that the persons concerned in it might be brought to punishment.

"If people endeavour to effect an object by tumult and disorder, they are guilty of a riot. It is not necessary to constitute the crime that personal violence should have been committed, or that a house should have been pulled in pieces. I am clearly of opinion that the scenes which have been described amount to a riot. How can it be said there was no terror? Would any of the jury allow their wives and daughters to go to a theatre during these disturbances? Must not those who *entertain a different opinion upon the matters in dispute*, and are friendly to the managers, expect to meet violent ill-treatment? The jury will consider then whether Mr. Clifford was an instigator of the riot, which one of his witnesses has represented as resembling a quarrel among a thousand drunken sailors. The law is that if any person encourages or promotes, or takes part in riots, whether by words, signs, or gestures, or by wearing the badge or ensign of the rioters, he is himself to be considered a rioter, and he is liable to be arrested for the breach of the peace. . . ."

Lord Campbell adds, in a note:—"In the preceding term, the Court of King's Bench granted leave to file a criminal information against Mr Clifford and several other gentlemen who were represented as promoting the disturbances in Covent Garden Theatre for a conspiracy, *but before Hilary term the managers agreed* on the new price of admission to the boxes being allowed, to reduce the price of admission to the pit to its former standard, to throw open to the public all the private boxes beyond the number which had existed in the old theatre, and to drop all the prosecutions which they had commenced."

It is also stated that Macklin, the famous comedian, indicted several persons for a conspiracy to ruin him in his profession. They were tried before Lord Mansfield, and, it being proved that they had entered into a plan to hiss him as often as he appeared on the stage, they were found guilty under his lordship's direction, but the prosecutor declined calling upon them to receive the judgment of the Court.

Payment and no room.

If a member of the audience, having paid his money, goes into the theatre and finds no room, what should he do? Simply walk out again and get his money back.

Lewis *v.* Arnold.

The case of Lewis *v.* Arnold * was an action for assault and false imprisonment; the defendant was proprietor of the English Opera House, and the plaintiff went to the pit at half-price. The theatre was very crowded, and the witnesses for the defence stated that it had been announced that there was only standing room in the pit; but, as to this, the evidence was contradictory, for it was proved on the other side that the plaintiff was told that there was plenty of room. The pit being in a very crowded state, the plaintiff and two other persons climbed into a private box. They were told that they must not stay there unless they paid two guineas, which was the price of the box. They declined, and were taken out of the private box through a lobby which led into the street. One of the other two persons then asked to be suffered to go back into the pit. They were told that on going round by the street they would be again passed into the pit by a servant of the theatre, who would go round with them. This the plaintiff refused to do, and insisted on going back to the pit by the way he had come from it; and, in the dispute, one of the other two persons, and not the plaintiff, gave a servant of the theatre a blow, whereupon the plaintiff and the two other persons were taken into custody.

Chief Justice Tindal said:—"Even if this plaintiff had been informed that there was room in the pit of this theatre when there was not, which on this evidence is matter of doubt, he had still no right to go into this private box. His proper course, if there was not room, was to go out of the theatre and demand the return of his money. If there were to be an idea that those who had not room in the pit might get into the boxes, the greatest inconvenience would ensue. Mr. Arnold has, therefore, a right to turn the plaintiff out of the private box, using no more force than was necessary. With respect to the imprisonment, if there was a blow given in the lobby, in the presence of the peace officer, it was his duty to interfere and secure the offender. It then becomes material to consider whether the plaintiff was acting jointly with any other person in committing a breach of the peace in the presence of the constable. It is said that the plaintiff himself did nothing. That no doubt is so; but the question is, did he withdraw himself from the others, or were they all active in one common purpose? It appears that they had all three got into the private box together, and they were all together in the lobby; and I cannot find anything to separate the plaintiff from the other two. If, therefore, you think that these three persons were acting together in a common purpose, the plaintiff was liable to be

* 4 C. & P. 351.

apprehended, although the blow was not given by him, but by one of the other two persons who were with him."

Verdict for the defendant.

A case of importance on the question of disorderly conduct in theatres has quite recently occurred. Surrey Theatre Riot.

It appears that there was a fracas at the Surrey Theatre, in which several medical students were concerned. According to the statement made to the magistrate, they caused a disgraceful uproar at the theatre and entirely stopped the performance of the drama of the night. They abused the company, threw things on the stage, went round the boxes, kissed their hands to ladies in all parts of the building, and altogether carried on in a very bad way. It was also stated that the offenders were requested to leave the house, but they refused to do so. There was a great scuffle; the students brandished their walking sticks, and there was much difficulty in ejecting them. When application was made for summonses against the students for disorderly conduct, it was pointed out that there was a difficulty in the way of charging the accused with refusing to quit under the Licensing Act, inasmuch as the auditorium of a theatre was not a licensed place for the vending of intoxicating liquors. The same difficulty occurred as to a charge of disorderly conduct under the Police Act, because the theatre was not a street, yard, or other public place. Ultimately summonses were granted against the students for assaulting the attendants. These summonses were, however, subsequently withdrawn.

Managers must take care that a crowd waiting outside the pit or gallery before the doors are opened do not constitute a nuisance to the tenants of adjoining property. If so, the nuisance may be restrained by an injunction. Crowds may be a nuisance.

The law is laid down in an old law book: "It hath been holden that a common playhouse may be a nuisance if it draw together such a number of coaches or people, &c., as to prove generally inconvenient to the places adjacent. And it seems that playhouses, having been originally instituted with a laudable design of recommending virtue to the imitation of the people, and exposing vice and folly, are not nuisances in their own nature, but may only become such by accident."

This has been quite recently applied to a case, when "Charley's Aunt" came into Court.*

This was on a motion for an injunction to restrain Mr. Penley, the lessee and manager of the Globe Theatre, from carrying on his Barber v. Penley.

* Barber v. Penley, 62 L.J. Ch. Div. 623.

theatre so as, by causing crowds to be assembled, to obstruct the access to or egress from the plaintiff's premises in Wych Street. The plaintiff was the keeper of a lodging-house for working-men. The only access to her premises was through a door adjoining the pit entrance of the Globe Theatre. The plaintiff complained that access to her premises was obstructed at the time at which her customers usually came, by the collection of crowds of people who began to assemble at 5.30 P.M. (two hours before the doors of the theatre were opened), and who occupied the entire pavement in front of her premises.

Mr. Justice North, in deciding in favour of the plaintiff, said:—"Then it is said that the defendant cannot help the crowd collecting in front of the plaintiff's premises. But if, in point of fact, a nuisance exists which is caused by him by reason of the entertainment which he carries on, and to which he invites the public to come, it seems to me that he must either discontinue his performance or the nuisance must be prevented. The police have in this case taken the matter under their control, and it is clear from the plaintiff's affidavit in reply that they have now effectually prevented the nuisance complained of. Of course, the defendant has no control over the streets, and cannot put persons in Wych Street to regulate the movements of the crowd; if he did, probably one of the first things the police would do would be to prevent the interference by those persons with the traffic of the streets. But I do not propose to grant any injunction. No injunction is wanted now, because the nuisance has been put a stop to. The police have taken the matter in hand, and there is no reason whatever to anticipate that they will not duly perform their duties, and prevent any nuisance arising in the future. The Court doth not think fit to make any order except that the plaintiff's costs of the action be paid by the defendant."

Retaining a seat.

If one of the audience leave his seat, can he retain it by placing an article on it, though it is not reserved? This case came recently before a magistrate at the Lambeth Police Court, who held that he could.

It appears that the defendant entered the building some hours after the performance had commenced and claimed two unreserved seats that had been temporarily left by the original occupants, who had left a coat and also a lady in charge of the seats. The defendant in the case refused to move when requested to on the ground that the seats were not numbered and reserved, and the learned magistrate ruled that it was an unwritten law with all Englishmen that the first occupiers of seats under such circumstances were fully entitled to retain them. The defendant on the evening in question created a disturbance, and for that a summons was taken out against him. The case resulted in his being bound over to keep the peace for six months, the magistrate acquiescing in the action of the management of the hall.

But if he has purchased his seats beforehand and finds they have been sold again to some one else he is entitled to damages. Seats sold twice over.

At the Westminster County Court recently, before Judge Lumley Smith, Q.C., Mr. C. F. Pollock, a solicitor, of Bedford Row, and three relatives sought to recover 25*s.* each as damages against the Moss' Empires, Limited. Mr. Pollock said he purchased four tickets at 5*s.* each for October 26 for the London Hippodrome. They were numbered in "B" row. On his going with his aunt and two other ladies who had come up from the country he found the seats occupied, and, though he was offered a box and his money back, he contended that he was entitled to the seats he had paid for, and they ought to have been kept for him. For the defendants it was said there was an unfortunate mistake, and as soon as it was discovered that people with tickets for "A" row were occupying the plaintiffs' seats in "B" row an effort to get them out was unsuccessful. An offer to give them a box of the value of two guineas and to return the money was refused. What Mr. Pollock wanted was that the persons occupying his seats should be forcibly ejected, but that would have caused a riot. His Honour said it was very annoying to be treated like this. Unless these seats were kept there was nothing to prevent them from being sold more than once. Mr. A. Cook, the manager, said this occurred through an unfortunate mistake of a new attendant, and as soon as it came to his knowledge he apologised and offered the box and to return the money. Subsequently he repeated the offers to return the money and to give the plaintiffs any seats on any occasion they chose. His Honour said he could understand how annoying this sort of thing was, and he should find for the plaintiff in each case for £1 damages and costs.

It has long been wondered whether the Workmen's Compensation Act, 1897, would apply to the owners of theatres. The general opinion is that it does not. A case on the point was heard lately:— Does the Workmen's Compensation Act, 1897, apply to theatres?

At the Westminster County Court, before Mr. Judge Lumley Smith, Q.C., a man named Fredericks, employed by the Grand Opera Syndicate at Covent Garden Theatre, sued his employers under the Workmen's Compensation Act. In May, 1900, while Fredericks was engaged in hoisting a heavy piece of scenery, the gear gave way and the scenery fell upon him, causing him various injuries. The plaintiff conducted his own case, and submitted that as scenery and effects were manufactured and warehoused on the premises, the premises came within the category of factory or warehouse within the meaning of the Act. The Judge, however, held that the property-room of a theatre could not be construed to be a factory or warehouse within the meaning of the Act, and judgment was given for the defendants.

CHAPTER VI.

THEATRICAL LICENCES.

Who will require a licence?

The first thing the owner of a new theatre has to do is to get his licence. But there are many other people besides the owners of theatres who will require a similar licence. Therefore, it will be necessary to look at the Acts of Parliament which deal with what is known as "The Lord Chamberlain's Licence." The would-be manager or licensee must turn to the Theatres Act 1843, the 2nd section of which is as follows:—

Theatres Act, 1843.

"It shall not be lawful for any person to have or keep any house or other place of public resort in Great Britain, for the public performance of stage plays, without authority by virtue of Letters Patent from Her Majesty, her heirs and successors, or predecessors, or without licence from the Lord Chamberlain of Her Majesty's household for the time being, or from the justices of the peace as hereinafter provided; and that every person who shall offend against this enactment shall be liable to forfeit such sum as shall be awarded by the Court in which, or the justices by whom, he shall be convicted, not exceeding twenty pounds for every day on which such house or place shall have been so kept open by him for the purpose aforesaid without legal authority."

It should be remembered, however, that by section 23 of the Act—

"Nothing herein contained shall be construed to apply to any theatrical representation in any booth or show which by the justices of the peace, or other persons having the authority in that behalf, shall be allowed in any lawful fair, feast, or customary meeting of the like kind."

Section 11 of the Act is as follows:

"And be it enacted, that every person who for hire shall act or present, or cause, permit, or suffer to be acted or presented, any part in *any stage play*, *in any place* * *not being a patent theatre*, or *duly licensed* as a theatre, shall forfeit such sum as shall be awarded by the Court in which, or the justices by whom, he shall be convicted, not exceeding ten pounds for every day on which he shall so offend."

* The effect of this section, per Blackburn, J., is to make it punishable "to act stage plays for hire anywhere where there is no licence."—Tarling *v.* Fredericks, 21 W.R. 785.

Patent theatres.

It is not often that patent theatres are now met with, and it will be necessary therefore only to consider the licence under which most theatres are held, namely, the Lord Chamberlain's or the County Council's as the case may be.

Booth used by strolling players.

Now, strange as it may seem, though a tent or booth used by strolling players has been held not to be a "place" within the second section,* yet a booth used as a temporary theatre is a "place" within the 11th section, and a penalty would be incurred under that section unless the booth be one within the exception in the 23rd section.† Perhaps, however, the former case would now be considered to be overruled, and such a booth would come under the 2nd section.

"House"

The word "house," in section 2, applies to a private house.

A person had part of his house fitted up as a private theatre. He lent it to a friend, who advertised a performance of a play under his own personal supervision in aid of the funds of the School of Dramatic Art. Admission, however, was by ticket only, which could be obtained beforehand for £1.1s. The owner of the house had no licence, and was convicted, although he received no personal benefit from the performance.‡

"Public performance."

What is, and what is not, a "public performance" is well illustrated by the case of Duck *v.* Bates, § though the judgment in this case was a decision on another Act of Parliament.

Duck v. Bates.

An amateur dramatic club gave a public performance at Guy's Hospital for the amusement of the inmates, nurses, and patients. The friends of the performers were admitted by free tickets issued in blank. Some of these tickets were sent to the critics of dramatic papers, some of whom sent reporters to the performance.

Lord Esher, the late Master of the Rolls, in giving judgment, said: "In this case I think it must be observed that the real object of the representation was to benefit the attendants of the hospital, to these were added the officials of the hospital and their families, and thus far the whole representation must be considered domestic. Then the actors desired to invite their families, but still the gathering was a domestic and not a public one. It has been urged that the tickets were in blank, and therefore transferable, but I cannot see it was intended they should be transferable, and the fact which really created a doubt in my mind

* Davys *v.* Douglas, 4 H. & N. 180.
† Fredericks *v.* Payne, 1 H. & C. 581.
‡ Shelley *v.* Bethell, 12 Q.B. D. 11.
§ 13 Q.B. D. 843.

was the invitation to reporters to attend the representation. That did seem to introduce the element of publicity, but I think that may be credited to the vanity of an individual actor, so that in this particular case the representation is merely a domestic representation."

Room hired for a night.

On the other hand, a person who hires a room in a building for a night or so, for the performance of stage plays for gain, is not a person liable to the penalty under section 2 for "having and keeping a house," &c.

He is liable, however, to be convicted under section 11 of the Act.

The owner of the premises would be liable if there were no licence.

Meaning of "stage play."

By section 23 of the Act the words "stage play" shall be taken to include every tragedy, comedy, farce, opera, burletta, interlude, melodrama, pantomime, or other entertainment of the stage or any part thereof. It required no less a person than "Pepper's Ghost" to appear in a court of justice in order to get a decision of this definition, the question being whether the said ghost was tragedy, comedy, farce, &c., in accordance with the above definition, so as to require a licence for his appearance.

Day *v.* Simpson.

It appeared that a licensed victualler, and the occupier of a concert hall, which was not licensed by the Lord Chamberlain, had the following performance in his hall. On the rising of the curtain there was a representation of a storm at sea, and of a man swimming. This was not a living person, but what in, theatrical phraseology, is called a "double." When the storm had subsided, a drop scene was disclosed, with a clear lake in the background and a character then appeared upon the stage, in the costume of a Greek prince, who spoke some lines relative to the shipwreck from which he had just escaped. He was then joined by another person, and a conversation was held *between them. These two persons were the only persons who during* the course of the evening appeared bodily upon the stage. They were always on the stage together, and the duologue on each occasion was short and comparatively unimportant. There were several other characters, and the duologue between them was a composed set drama, with a regular plot. The peculiarity of the representation was that, with the exception of the two persons above mentioned (the duologue between whom was entirely confined to the plot of the piece), none of the other characters were at any time bodily upon the stage. They had their places in a chamber below it, where they acted their parts, and *addressed each other in the words allotted to them, but by a com-* bination of lenses and mirrors their figures were reflected upon a

mirror at the back of the stage so ingeniously and effectively that to the spectators the appearance was that all the persons were actually upon the stage.

This was held by the judge to be "an entertainment of the stage," and, alas! for the owner of "Pepper's Ghost," he was fined for not having a licence.*

Ballet divertissement and ballet d'action: difference between.

It has been decided in a court of law that there is a difference between a *ballet divertissement* and a *ballet d'action* in a music hall. The former has no story, but merely consists of poses and evolutions by a number of elegant ladies. The *ballet d'action* has a regular dramatic story, and probably comes within the meaning of a "stage play" within this section. So that, in all probability, the owner of a music hall would be convicted if he allowed a performance of a *ballet d'action* to be held without the Lord Chamberlain's or County Council's licence. Indeed, it is an important question whether many of the so-called sketches often given in music halls do not render the proprietors liable, and even the performers themselves, under this Act. It is quite clear that a music and dancing licence does not authorise stage plays.†

Sketches in music halls.

It has also been decided that a dramatic performance (a duologue) by two persons is a "stage play" within the meaning of the Act.

Having ascertained for what a licence is required, the next thing our manager must see to is his building.

Plans of building.

Whether the building is erected or not, he must get his plans approved by the County Council. For this is a *sine quâ non*, and it will be no use to apply for a licence either to the Lord Chamberlain or to the County Council until the County Council's certificate has been obtained. This is, of course, a matter for the applicant's architect; but if he is wise, he will get the best architect he can; otherwise he may be put to great expense. The rules and regulations of the London County Council as to buildings are set out in the Appendix, and should be carefully studied.

County Council.

Extent of Lord Chamberlain's authority.

The Lord Chamberlain's authority as to licences applies to the Parliamentary boundaries of the City of London and the City of Westminster, and of the boroughs of Finsbury,

* Day *v.* Simpson, 18 C.B. N.S. 680. † Levy *v.* Yates, 8 A. & E. 129.

Marylebone, the Tower Hamlets, Lambeth, and Southwark, and further "all those places where Her Majesty, her heirs and successors, shall in their royal persons occasionally reside."

Outside these places the licensing authority is the borough council in all county boroughs, apart from local or adoptive Acts, and in all other boroughs the power is in the justices of quarter sessions boroughs. By section 7 of the Local Government Act, 1888, the licensing was transferred to county councils; and by section 28 of the same Act the county council may delegate these powers to justices in petty sessions.

Evidence required at hearing of application.

In the Appendix will be found the rules as to the Lord Chamberlain's licence, and also the rules as to such applications as must be made to the London County Council. The applicant must produce at the hearing of the application the agreement or lease under which he holds, or the deed of conveyance of the property to him. If the owners of the property are a company limited under the Companies Acts, the applicant (who must be the manager) should produce the above documents and also the minute of the company appointing him to his office. Evidence of the character of the applicant must be furnished by the superintendent of the police for the district.

Licence may be granted, subject to no excise licence being applied for.

A County Council, acting as the licensing authority for the performance of stage plays, may, in the exercise of their discretion, attach to the grant of a licence for such performance a condition that the grantee shall undertake not to apply to the excise authorities under 5 & 6 Wm. IV. c. 39, s. 7 for an excise licence to sell intoxicating liquors in the theatre.

Queen v. County Council of West Riding of Yorkshire.

On March 26, 1896, William Ritchie, the proprietor and responsible manager of a theatre called the Princess Theatre, situate at Hayland, in the West Riding of Yorkshire, applied to the County Council, as the licensing authority for the performance of stage plays, for a licence for the public performance of stage plays in his theatre. There was situate within twenty yards of the door of the theatre a public house, licensed for the sale of intoxicating liquors. The County Council refused to grant the licence, except upon the condition of the applicant undertaking not to apply for an excise licence

under 5 & 6 Wm. IV. c. 39. The applicant gave the undertaking without prejudice to his right to apply for a mandamus to the County Council to hear and determine his application for an unconditional licence. It was held that the County Council could make such a condition to the granting of a licence.*

Mr. Justice Wills said: "The Lord Chancellor in the case of Sharpe v. Wakefield lays down very clearly the sort of discretion which is to be exercised in matters of this kind.

"He says: 'And "discretion" means, when it is said that something is to be done within the discretion of the authority, that that something is to be done according to the rules of reason and justice, not according to private opinion; according to law, and not according to humour. It is to be, not arbitrary, vague, and fanciful, but legal and regular, and it must be exercised within the limit to which an honest man competent to the discharge of his office ought to confine himself.'

"Now, applying those principles, is there anything which the Committee have taken into consideration in this matter which is not within the limit to which an honest man competent to the discharge of his office ought to confine himself? It seems to me that the very fact that an excise licence can be got practically as a matter of course if the theatre licence be once granted is one of the matters which a man who wished to do his duty could not help taking into consideration. One of the grounds upon which it is well recognised that justices may fairly refuse a licence to a public house is that there are already too many public houses in the immediate neighbourhood. There is already a public house within twenty yards of this theatre. If then an unconditional licence were granted to the theatre, the effect would be to multiply facilities for drinking, and it is a neighbourhood in which it is not desirable to do so. If that is not a good ground for the exercise of this discretion of the Committee in the way they have done, I cannot conceive what is."

This case is very important in view of the attitude taken up by the London County Council on the applications for music and dancing, and stage-play licences. There has been a tendency shown to deprive proprietors of their licences, because *e.g.* the wages paid to scene-shifters or waiters are smaller than the members of the Council think they should be. This has not actually been done, but it was very nearly done at the County Council meeting in December 1900. If the County Council had gone to this length it would probably have exceeded its powers, for its action would certainly have been "arbitrary, vague, and fanciful, according to humour and not according to law."

* The Queen *v.* County Council of West Riding of Yorkshire, 2 Q.B.D. (1896), p. 386.

Provisional licence.

When the building is not erected, the licence granted will be a provisional one only.

Licence will be granted to the manager only.

The licence will be granted to the manager of the theatre only. He will have to enter into a bond with two sureties. The penalties of such bond will be, as to the manager, a sum up to £300, and as to the sureties up to £50 each.

A form of this bond will be found in the Appendix.

The stage play itself must be duly licensed.

Play must be licensed.

By section 12 of the Act, a copy of every new stage play and of every "new act, scene, or other part, added to any old stage play, and of every new prologue or epilogue, intended to be produced and acted at any theatre in Great Britain, shall be sent to the Lord Chamberlain seven days at least before the acting or presenting thereof, with an account of the theatre, where and the time when the same is intended to be first acted or presented, signed by the master or manager, and, in case the Lord Chamberlain shall disallow any play or any part thereof, such play or part shall not be acted or presented."

If this regulation be broken, a penalty of £50 is incurred.

Lord Chamberlain's fees.

The Lord Chamberlain has power to fix a scale of fees, not exceeding two guineas, for the examination of such plays, and such fee shall be paid at the time when such play, &c., shall be sent to the Lord Chamberlain. The usual charge made by the Lord Chamberlain is two guineas for every stage play of three or more acts, and one guinea for every stage play of less than three acts.

Penalties.

Penalties.

1. For *keeping* a house, &c., for the public performance of stage plays unlicensed by the Lord Chamberlain or County Council, £20 for every day house, &c., kept without necessary licence.

2. *Representing* for hire, stage play in place not duly licensed, £10 for every day, &c.

3. *Performing* new play before same allowed by the Lord Chamberlain, or after same disallowed, £50 and licence to be void.

"Hire" defined.

Hire defined.—When money or other reward is taken or charged, directly or indirectly, or when the purchase of any article is made a condition for admission, and in every case where the play is performed in any place in which distilled or excisable liquor is sold, every actor shall be deemed to be acting for hire.

These penalties may be recovered by an action before two justices. The penalties are to be applied towards defraying the expenses of the prosecutor, and the residue (if any) to the Crown. The prosecution is to be commenced within six months. There is an appeal allowed.

Effects of want of licence.

Besides these penalties, there are others attached to unlicensed theatres. As has before been shown (p. 4), money paid for the conduct of an unlicensed theatre cannot be recovered; nor an agreement for a partnership in such a theatre enforced; nor an agreement for the hire of a theatre which cannot be licensed.

Sunday Act.

Reference should be made to the well-known Sunday Act of 21 Geo. III. c. 49. Although this Statute has, perhaps rightly, been described as practically obsolete, it should be remembered it still may be a weapon in the hands of the "unco' guid." There has lately been a tendency to have sacred concerts in theatres and music halls on Sundays; and though this has been checked by the London County Council in certain cases, it is one that seems on the increase. The provisions of this Act should therefore be remembered.

By section 1 any house or room which is used for public entertainments on Sunday, and to which admission is by payment of money, is considered a disorderly house, and the keeper shall forfeit £200 for every Sunday that it is used to the person suing for it, and such keeper is also punishable according to the usual law as to keeping disorderly houses.

The conductor or manager of the entertainment shall forfeit £100 for each offence. Every door-keeper or attendant who takes money or sells tickets for an entertainment held on Sunday shall forfeit £50.

Anyone who shall appear to have charge of such a house will be considered the keeper of it, and will be liable to be prosecuted and punished as such, even if not the owner in reality, and, when the house in question belongs to several persons, they are individually liable.

Any person who advertises a public entertainment, admission to which is by payment of money, and any person printing or publishing such an advertisement, is liable to forfeit £50 for each offence.

Actions for penalties imposed by this Act must be brought within six months after the commission of the offence.

By a later Act (38 & 39 Vic. c. 80) the Crown may remit any of the penalties imposed by the above Act.

The following is an instructive case under the Act:—

Reid v. Wilson.

A society was formed in a country town for providing Sunday evening lectures upon art, science, literature, and sociology, to which the public were admitted on payment of small sums. The lectures were not instituted for profit. A hall belonging to a limited company in liquidation was hired, and several held on Sunday evenings, at each of which some leading inhabitant acted as chairman and introduced the lecturer, but, having done so, retired from the platform and took his place among the audience.

Actions for penalties under 21 Geo. III. c. 49 were brought against the solicitor who, acting for the liquidator of the company, had let the hall to the society as the "keeper" of a place used for public entertainment or amusement, also against gentlemen who had on different occasions acted as chairman, first as chairman of the "meeting," secondly as master of the ceremonies, and thirdly as the person managing or conducting the entertainment. Held, that the solicitor was not liable to penalties as the "keeper" within section 2. He was not the person appearing, acting, or behaving as the master, or the person having the care or government of the hall. Nor were the chairmen liable—first the "meeting" referred to in section 1 was a meeting for the purpose of public debate on the Lord's Day, secondly "master of the ceremonies" was a description applicable to amusements of a different character and in no respect analogous to the lectures in question, and thirdly the chairman on each occasion managed not the entertainment but the meeting of those present at the lecture.*

The Act 45 & 46 Vict. c. 41, ss. 45 & 48, regulates the opening of exits for London theatres and music-halls.

There is one other Act that should be quoted, as to communications between licensed premises and unlicensed places of entertainment, viz. the Licensing Act, 1872. By section 9 of that Act

* Reid *v.* Wilson, 1 Q.B.D. (1895), 315.

"Every person who makes or uses, or allows to be made or used, any internal communication between any licensed premises and any unlicensed premises which are used for public entertainment or resort, or as a refreshment house, shall be liable to a penalty not exceeding £10 for every day during which such communication remains open.

"In addition to any penalty imposed by this section, any person convicted of an offence under this section shall, if he be the holder of a licence, forfeit such licence."

CHAPTER VII.

MUSIC AND DANCING LICENCES.

THE Act of Parliament regulating London music halls was passed so far back as 1751 (25 Geo. II. c. 36).

The preamble to the Act is severe on music halls. It is as follows:—

25 Geo. II. c. 36

"And whereas the multitude of places of entertainment for the lower sort of people is another great cause of thefts and robberies, as they are thereby tempted to spend their small substance in riotous pleasures, and in consequence are put on unlawful methods of supplying their wants and renewing their pleasures: in order, therefore, to prevent the said temptation to thefts and robberies, and to correct as far as may be the habit of idleness, which is become too general over the whole Kingdom, and is productive of much mischief and inconvenience, be it enacted," &c.

By the 2nd section, "Any house, room, garden, or other place kept for public dancing, music, or other public entertainment of the like kind in the City of London or Westminster, or within twenty miles thereof, without a licence had for that purpose from the last preceding Michaelmas Quarter Sessions of the peace to be holden for the county, &c., in which such house, room, garden, or other place is situate, as (who are hereby authorised and empowered to grant such licences as they in their discretion shall think proper) signified under the hands and seals of four or more of the justices there assembled, shall be deemed a disorderly house or place, and every person keeping such house, room, &c., without such licence as aforesaid shall forfeit the sum of £100 and be otherwise punishable as the law directs in cases of disorderly houses."

For the other sections of this Act, see Appendix.

Public Health Act 1890.

By the Public Health Act of 1890, a person occupying or renting, as occupier, an unlicensed house, &c,, shall be liable to a penalty not exceeding £5 for every day on which the same is used.

In addition, there shall be affixed, or kept up in some conspicuous place, on the door, or entrance of every house, room, garden, &c., so licensed as aforesaid, an inscription in large capital letters in the words following, "Licensed in pursuance of Act of Parliament for _____" with an addition of words showing the purpose or purposes for which the same is licensed. In case of

any breach or disregard of any of the conditions on which the licence is granted, the holder thereof shall be liable to a penalty not exceeding £20, and to a daily penalty not exceeding £5, and the licence shall be liable to be revoked. With regard to this Public Health Act of 1890 the regulations mentioned above are only applicable where part 4 of this Act has been adopted by the local authority.

Apart from the 25 Geo. II. c. 36 (which applies only to the cities of London and Westminster, or within twenty miles thereof) and the Public Health Act of 1890, the law relating to music and dancing licences in various large towns of Great Britain will be found in the local Acts for the various districts in which a music and dancing licence may be required.

With regard to London, by the Local Government Act, 1888 (51 & 52 Vict. c. 41), s. 3, the licensing of houses for music and dancing within the metropolitan area was transferred to the London County Council; but these licences as to the county of Middlesex are governed by the Music and Dancing Licences (Middlesex) Act, 1894 (57 & 58 Vict. c. 15), which is set out in the Appendix.

By the 38 & 39 Vict. c. 21 the legal opening times for licensed music and dancing places has been altered from 5 P.M. to 12 noon.

Where licence is necessary.

Let us now consider cases where a licence is necessary, and where it is not.

Payment.

The fact of payment or not is not absolutely essential, although, as will be seen, it may be an important consideration.

House open to all.

If the house is open to all who may wish to resort to it, and music and dancing is regularly carried on, though the dancing is by the visitors, it has been held that the house is kept for the public purpose of music and dancing, and therefore requires a proper licence.

Rinking.

It has even been decided by the judges that rinking to the accompaniment of music becomes dancing, and makes the proprietor of a skating rink liable if he does not get a licence.*

Where owner does not

In one case it appeared that the proprietor of a public house opened it every Monday evening for dancing. People

* Reg. v. Tucker, L.R. 2 Q.B.D. 417.

get price of admission.

of both sexes met to dance, and 1s. 6d. was paid by each of them for admission. This was not apparently paid to the defendant in the case, but to another person who taught dancing. It was held that a licence was required.*

It was held in Brearley *v.* Morley† that a licensed victualler did not require a licence for keeping a room for public entertainment where he had a piano in the public smoke-room on which customers used to play for their own amusement or that of others resorting to the room.

It makes no difference that the owner does not get the benefit of the price of admission.

Payment optional.

Apparently, even if payment is optional, a licence may still be required.

If the public are not admitted indiscriminately, no licence is required.

Dancing master.

A dancing master had a hall, not part of his dwelling house, where a number of persons met every Wednesday evening for the purpose of dancing. Tickets were issued to subscribers only for a given number of nights, gentlemen each being allowed to introduce a lady. No money was taken at the doors, nor were the public admitted indiscriminately; in fact, the only persons admitted were subscribers, or persons who came there by permission of the dancing master. It was held no licence was required.‡

If kept for music and dancing

It does not seem quite clear as to whether to need a licence it is absolutely necessary that the house should be kept for music and dancing and nothing else. It has been decided that if the music and dancing are merely accessories no licence is required.§ And it has also been decided, on the other hand, that even if the music or dancing is collateral or subsidiary to the purpose for which the house is kept, that it will require a licence.‖ The main consideration, however, is—have the general public a right to go? If so, the house must have a licence.

In another case an action was brought to recover the penalty of £100 under the 2nd section. It was proved that persons of both

* Archer *v.* Willingrice, 4 Esp. 185.
† (1899) 2 Q.B. 121.
‡ Bellis *v.* Burghall, 2 Esp. 722.
§ Guaglioni *v.* Matthews, 31 L. J. M. C. 116.
‖ Hall *v.* Green, 9 Ex. 247.

sexes met at the house of the defendant to amuse themselves by dancing. Any person paying for his ticket could be admitted. It was held that a licence was required, and that it made no difference that public dancers did not exhibit as performers.*

A room, in which musical performances are regularly performed, must be licensed, even though it may be used for other purposes.

Conditions making licence necessary.

In short, in order to render a person carrying on music and dancing without a licence, or allowing the same to be carried on, liable, the following facts must be proved:—

1. The *house or room* must be kept with the defendant's knowledge.

2. There must be something like an habitual keeping of it, which need not, however, be at stated intervals.

3. The house must be public, to which all persons have a right to go, whether gratuitously or on payment of money, no matter whether paid to the defendant or not, if he knows of the payment.

Public house.

As has been pointed out by a well-known judge: "There would be a difficulty in making the owner of a private house liable, because that is kept for the purpose of occupation, whereas a public house is kept for entertainment, and a much less number of instances may be sufficient to render the owner liable for keeping it for the purposes mentioned in the Statute." †

Application for licence.

Now as to the application for the licence:—

In the first place, the building must be approved by the local County Council.

If in the provinces, the rules of the local Acts must be consulted: if in London, the regulations of the London County Council.

In the Appendix are set out the latter regulations.

These rules apply not only to places of entertainment that are licensed, but also to those which ought to be licensed.‡

* Guaglieni *v.* Matthews, 31 L.J. M.C. 116.

† Baron Parkes in Marks *v.* Benjamin 5 M. & W. 565.

‡ Regina *v.* Hannay (1891), 2 Q.B. 709.

Plans.

The rules as to buildings must be carefully consulted, as plans for these must be approved before the licence will be granted. If the building is not erected, a provisional licence only will be granted. The plans having been passed, and the necessary notices having been given, and declarations having been made, the applicant will attend on the given day before the Licensing Committee of the County Council.

Evidence necessary.

The applications, if in the London district, are heard in November of each year, at the Clerkenwell Sessions House, if the hall is north of the Thames, and at the Newington Sessions, if south. The applicant must have the document under which he holds possession with him, whether agreement, lease, or conveyance. Evidence must be given by the police of the respectable character of the applicant. If an officer of a limited company is applying, he must produce evidence of his due appointment.

Council may grant only one licence.

Although both a music and dancing licence may be applied for, the Council may grant one of these only at their discretion, and they may also grant the licence subject to no intoxicants being sold. The reader is referred to the remarks on pp. 58 and 59, *supra*, as to the rights of the County Council or justices to attach a condition to the licence.

Excise licence.

If a licence has hitherto only been granted to a hall, without the excise licence, it will be difficult to induce the Council to take away this restriction.

Where room for dancing to be changed into hall of varieties.

Where an applicant has a music and dancing licence for a hall at which public dancing (not by performers) is carried on, and he has plans duly approved by the Council for practically changing the hall into a theatre of varieties, he will not get a licence for his hall as a music hall on applying for a renewal of his music and dancing licence. When he is going to rebuild or alter his hall in accordance with his plans, he must make a fresh application to the Council, so that the necessary notices must be served as though the hall were a new one. This is of course in order to allow notice of opposition to be given by the inhabitants of the district or others.

The law has been explained as follows :—

Discretion of magistrates now County Council.

"The intention of the Legislature was that it should be in the discretion of the magistrates (new County Council) according to the place and position of the house, the nature of the neighbourhood, the kind of persons who would be likely to assemble in such a house, and also in regard to the recommendation and expressed opinions of the inhabitants in the neighbourhood in which the house is to be licensed, to grant a licence for public entertainments only, or for the purpose of public dancing."

When the application for the licence has been heard by the Committee of the County Council, they will recommend the General Council to grant such licence or refuse it.

Rehearing of application by General Council.

The case will come before the General Council about a fortnight later, and it will be in the nature of a rehearing of the original application; the applicant will, therefore, be wise in having the same evidence ready on the second hearing that he had on the first. If his application to the full Council is by way of appeal from the recommendation of the Theatres and Music Hall Committee, he must be careful to give the proper notices, else he cannot be heard.

Penalties.

Penalties.

1. Allowing music or dancing in London to the public without proper licence, £100.

2. Under Public Health Act, occupier of unlicensed house, &c., £5 for every day on which the same is used.

3. Breach of conditions under which licence granted, £20; daily penalty, £5. Licence to be revoked.

CHAPTER VIII.

EXCISE LICENCES.

By 5 & 6 Wm. IV. c. 39, s. 7, it is enacted—

5 & 6 Wm. IV. c. 39

"That it shall be lawful for the commissioners and officers of excise to grant retail licences to any person to sell beer, spirits, and wine in any theatre established under a royal patent, or in any theatre or other place of public entertainment licensed by the Lord Chamberlain or by justices of the peace, without the production by the person applying for such licence or licences of any certificate or authority for such person to keep a common inn, alehouse, or victualling house, anything in any Act or Acts to the contrary notwithstanding."

This section, since the Licensing Act of 1872, only applies to theatres, notwithstanding the words in this section "or other places of entertainment." In the case of The Queen *v.* The Commissioners of Inland Revenue, *in re* The Empire Theatre,* the Empire, having been licensed as a music hall, application was made to the Commissioners of Inland Revenue for an excise licence. They considered that since the Licensing Act 1872 they had no power to grant such a licence, and in this contention they were upheld by the Court.

Reg. v. Commissioners of Inland Revenue: Empire Theatre case.

Theatres licensed by Commissioners of Inland Revenue, other places of entertainment by justices.

With regard, therefore, to any places of public entertainment (including music halls) other than theatres, the licence must be obtained in the usual way from the justices.

By the Licensing Act of 1874 all premises in which intoxicating liquors are sold by retail shall be closed as follows:—

1. If in the Metropolitan district—

Closing times.

(*a*) On Saturday night from midnight until one o'clock on the following Sunday afternoon.

(*b*) On Sunday night from eleven o'clock until five o'clock on the following morning.

(*c*) On all other days from 12.30 A.M. until five o'clock on the same morning.

* 57 L.J. M.C. 92.

2. If situate beyond the metropolitan district, and in the metropolitan police district, or in a town or in a populous place as defined by this Act—

(*a*) On Saturday night from eleven o'clock until half an hour after noon on the following Sunday, and

(*b*) On Sunday night from ten o'clock until six o'clock on the following morning, and

(*c*) On the nights of all other days from eleven o'clock until six o'clock on the following morning; and

3. If situate elsewhere than in the metropolitan district or the metropolitan police district, or such town or populous place as aforesaid—

(*a*) On Saturday night from ten o'clock until half an hour after noon on the following Sunday, and

(*b*) On Sunday night from ten o'clock until six o'clock on the following morning, and

(*c*) On the nights of all other days from ten o'clock until six o'clock on the following morning.

Such premises wherever situate shall, save as hereinafter mentioned, be closed on Sunday afternoon from three or half-past two, according as the hour of opening shall be one o'clock in the afternoon, or half an hour after noon until six o'clock.

Such premises wherever situate shall be closed on Christmas Day and Good Friday, and on the days preceding Christmas Day and Good Friday respectively, as if Christmas Day and Good Friday were respectively Sunday, and the preceding days were respectively Saturday; but this provision shall not alter the hours during which such premises shall be closed on Sunday when Christmas Day immediately precedes or succeeds Sunday.

That these times of closing apply to theatres as well as music halls, &c., was held in the case of Gallagher *v.* Rudd, decided in November 1897.

These times of closing apply to theatres as well as music halls. Gallagher *v.* Rudd.

This was an appeal by way of case stated from the decision of the quarter sessions of the county of Durham, affirming the conviction of the appellant by the justices of the borough of Stockton-on-Tees, under the following circumstances:—The appellant was the manager of the Theatre Royal, Stockton, and on September 2, 1896, he was granted a licence for the theatre under the Theatres Act 1843. By that licence the theatre was to be closed every Saturday night at half-past eleven. On October 11, 1896, the appellant was granted a theatre excise licence under 5 & 6 Wm. IV. c. 39. and 43 & 44 Vic. c. 20, to sell intoxicating liquors by retail in the theatre. On the evening of Saturday, January 23, 1897, the theatre performance concluded at the theatre at 10.55 P.M., but the appellant kept one of the bars at

the theatre open for the sale of intoxicating liquors until 11.20 P.M., at which time two police officers entered the theatre by a door at the back (the public entrance being closed), and found between thirty and forty people in the bar behind the dress circle. All the people who were there present were either persons who were employed in the performance, or had been *bonâ fide* attending the performance as spectators at the theatre that evening. The appellant was convicted. The present question for the decision of the Court was, whether that conviction was right, the borough of Stockton being a town within the meaning of the Licensing Act 1874, and the appellant being convicted of an offence under section 9 of the Licensing Act 1874. By the Licensing Act 1872, s. 72: "Nothing in this Act shall affect or apply to (4) the sale of intoxicating liquor by proprietors of theatres in pursuance of the Act in that behalf." By the Licensing Act 1874, that Act is to be construed as one Act with that of 1872, and by section 3: "All premises in which intoxicating liquors are sold by retail shall be closed as follows:—(2) If situated . . . in a town . . . as defined by the Act: (*a*) On Saturday night from eleven o'clock." For the appellant it was contended that the exemption contained in section 72 was an absolute exemption, and that a theatre duly licensed under the Acts in that behalf was exempt from this provision as to closing. Held (affirming the decision of the quarter sessions), that, on the true construction of section 72, the exemption does not affect the proper closing hour, and that it only applies in that the holders of theatre licences need not go to justices for a licence for the sale of intoxicating liquors.

Fairs.

By the Licensing Act 1874, s. 18, an occasional licence is required for sale of intoxicating liquors at fairs.

Penalties.

Penalties.

1. Sale of intoxicating liquors without licence and in place not authorised by licence, £50 for first offence; subsequent, £100, or imprisonment in each case.

2. Allowing consumption of liquor during closing hours, £10 for first offence; for subsequent offence, £20.

3. Allowing sale of spirits to children under 16, or sale of any intoxicating liquors to children under 13, to be consumed on premises, first offence, 20s.; for subsequent offence, 40s.*

4. Allowing a child under 14 to sing or offer anything for sale, £25.

* The Intoxicating Liquors (Sale to Children) Act, 1886.

CHAPTER IX.

DRAMATIC AND MUSICAL COPYRIGHT.

Meaning of copyright.

COPYRIGHT is the sole and exclusive liberty of printing or otherwise multiplying copies of a work or composition.

"play-right."

The term "dramatic copyright" applies not only to the ordinary copyright in a dramatic piece, which is the same as the copyright in any book, but also to the right of representation which, so as to distinguish it from the former, has been called "playright."

I.—Copyright.

Mode of registration of copyright.

The first thing the author of a dramatic piece should do is to have it registered. This should be effected at Stationers' Hall by filling up the form given there and paying a fee of five shillings. There should be entered in the registry (provided the piece has been printed)—

1. The title of the piece.
2. Time of the first publication.
3. Name and address of publisher.
4. Name and place of abode of proprietor of copyright.

If the play has been acted, but not printed, then instead of the time of first publication the time and place of first representation is required.

Alteration in Register.

Special care must be taken to give the precise particulars required, and the day, month, and year of the first representation, as any error may invalidate the entry, and no alteration can be made in the Register, or any error corrected, except by an order of the High Court of Justice, or one of the judges.

Effect of non-registration.

If the play is not registered at Stationers' Hall, it is not clear whether damages for an infringement of the copyright

Whether an infringement can be sued o...

of a dramatic piece can be sued for. The question is whether it would come within the definition of "book" given in the Copyright Act 1842. If it does, it must be first registered, otherwise the author could not sue for an infringement. This is stated to be so by a well-known authority on the subject of copyright; but, on the other hand, it has been decided in a court of law that a dramatic piece need not be registered to enable the author to sue. Of course the best way out of the difficulty is to have the copyright duly registered and the question cannot be raised.

Assignment of copyright.

The copyright can be assigned by an entry in the Register at Stationers' Hall, for which a fee of five shillings is required.

Rights of the author.

Now, what are the rights of the author?

1. If he has not printed or published the dramatic piece, it is the author's absolute property by the common law.

2. If he has printed it, he has the copyright in it for forty-two years from the first publication, or for the term of his life, and seven years from his death, whichever term shall be the longer.

3. If he has represented it, though not printed it, the author can restrain unauthorised publication in print of his MSS.

Copyright after death of author.

If the work is published after his death, the copyright dates from the publication, and belongs to the proprietor of the author's manuscript, from which the play or book is published, and his assigns.

Duration of copyright.

To take an example: if an author publishes his play when he is 21 years of age, and he lives 41 years after publication, the copyright in it will have lasted altogether 48 years from the first publication; that is to say, 41 years during the author's life and seven years after his death. If he should die five years after the publication, the copyright will remain vested in his executors for the term of 42 years from the original publication; and the same is the case if he should die before it is published.

Copyright extends throughout the British dominions, including the colonies, as well as the United Kingdom.

As to the Colonies the law is governed by certain Acts. The following is a list of Acts relating to copyright of interest to dramatic authors, and reference should be made to them for further information:

3 William IV. c. 15. Commonly known as "Bulwer Lytton's Act."
5 & 6 Vict. c. 45. The Copyright Act, 1842.
10 & 11 Vict. c. 95. As to copyright in British Colonies.
15 Vict. c. 12. As to copyright with France.
38 & 39 Vict. c. 53. As to copyright in Canada.
45 & 46 Vict. c. 40. Musical Compositions Act, 1882.
51 & 52 Vict. c. 17. Musical Compositions Act, 1888.
7 Vict. c. 12. International Copyright Act, 1844.
38 Vict. c. 12. International Copyright Act, 1875.
49 & 50 Vict. c. 33. International Copyright Act, 1886.
Berne Convention, 1887.
Order in Council, 1887, adopting the Berne Convention.

With regard to the United States it may be mentioned shortly that it is advisable that the work should be published in America at the same time as it is published in England, and the author then gets copyright both in the United States and in England, and if an American author desires to protect his rights in England he must also publish simultaneously in England and the United States.

As to rights in other foreign countries they are now mostly covered by the Berne Convention, which must be read with the International Copyright Act of 1886 and the Order in Council 1887. By it "the Authors of any country in the Union or their lawful representatives shall enjoy in the other countries for their works, whether published in one of these countries or unpublished, the rights which the respective laws do now or may hereafter grant to natives, but the enjoyment of these rights is subject to the accomplishment of the conditions and formalities prescribed by law in the country of the origin of the work and cannot exceed in the other countries the term of protection granted in the said country of origin."

There are other important clauses which should be referred to by any author whose interests are affected by International Copyright. The countries comprised in the union are Great Britain, Germany, Belgium, Spain, France, Haiti, Switzerland, and Tunis. A similar convention has been entered into with Austria-Hungary.

With regard to the title of the book, it should be stated that this cannot be the subject of copyright. It is true the author will have to insert the title of his piece in the particulars given at Stationers' Hall, but he gets no copyright in it. This was decided in the case of "Dicks *v.* Yates" in 1881 * and the title in dispute in that case was the very good one of "Splendid Misery." The judges decided there must be something original in the work, in order to give the author any copyright in it, and inasmuch as in this particular case the title had been used before it could not be said that the plaintiff's title originated from his story. The judges even went further than that, and practically decided that there could not be any copyright in the title of a book, and the same would no doubt be held with regard to any dramatic piece. But if there cannot be copyright in a title the author can in certain cases restrain other persons from using other titles.

If an author can prove (1) that his title has become attached by the public to his particular production, and (2) that his rival has done what he has to pass his own play off as that of the author, he can obtain an injunction restraining him. It appears from the actions as though it is not necessary to prove fraud in such a case, and injunction will be granted if it be shown that injury results or is likely to result from a similarity of titles.

It should be made clear that registration does not confer copyright. The value of registration is that the author can only sue for infringement if he has registered.

* 18 Ch. D. 76.

II.—Playright, or Right of Representation.

The author should register this also at Stationers' Hall, though it is clear he can sue for infringement of playright even if it is not registered. Registration cannot be effected until after the date of the first representation or performance. This performance is often known as the copyright performance. It must be a public one.

Right of representation.

Registration of playright.

As to the author's rights:—

4. If the dramatic piece, though not printed, has been represented by the author, the author has the sole right of representation for the term given above, namely 42 years from the representation, or for his life and seven years after his death, whichever shall be the longer.

Author's rights.

5. If the dramatic piece has been printed, but not represented, the author has the right of restraining unauthorised persons until he himself first represents it, and when he has done so he has the playright for the statutory term (42 years, &c.).

6. If it is neither printed nor represented, he has the perpetual right to represent it whenever he wishes.

It will be noticed that if a piece has been first printed and then represented, the author will have two rights—(1) the copyright from the first publication in print, and (2) the playright from the first representation, and that, as they are both of the same length, and the copyright commences first, at the end of the term he will have the playright only, and not the copyright. On the other hand, if he represents the piece before printing it, then the copyright will last longer than the playright, and towards the end of his term he may find himself in the position of being able to prevent anyone infringing his copyright, but not to prevent other people from representing the piece.

Copyright and no playright, and *vice versâ*.

For the unauthorised representation of the author's dramatic piece to be an infringement, it must be in a public place.

Public place.

Duck v. Bates.

It has been decided that the board-room of Guy's Hospital was not such a public place. This case (Duck *v.* Bates)* is set out at length on page 55.

Macklin v. Richardson.

In the case of Macklin *v.* Richardson,† decided in the year 1770, the plaintiff was the author and proprietor of a popular farce, called "Love à la Mode," which was often performed but had never been printed. The defendant published it from a shorthand report, and the Court granted an injunction, saying that the plaintiff had a right of profit from the performances of his composition, and also from printing and publishing it, and should be protected in both.

Reichardt v. Sapte.

A curious point on the right of representation arose in the case of Reichardt *v.* Sapte, decided in 1893,‡ where each party had written a similar though original play.

Similar though original plays.

It was an action brought for the infringement of the plaintiffs' sole right of representing a play of which they were the joint authors. It was proved that the plaintiffs commenced to write the play in the autumn of 1889, and, having finished it in March 1892, it was publicly performed at a theatre on June 30, 1892; that the defendants wrote a play, in many respects similar to the plaintiffs' play, and that the defendants' play was written and completely finished between the end of 1889 and the early part of 1890, and was publicly performed at a theatre on July 4, 1892. The defendants' play was, as between the parties to the action, in every respect an original play, and in no way copied from or suggested by the plaintiffs, and there was no direct evidence that both plays came from a common source. It was decided that, assuming the two plays to be substantially alike, either wholly or in material parts, the plaintiffs failed in their action, because the defendants, having written and finished their play before the plaintiffs had written and finished theirs, were entitled to the sole right of representation under the Act of 1833 (3 & 4 Wm. IV. c. 15, s. 1), and their right having vested there was nothing in any subsequent legislation to deprive them of it.

Copyright plays performed abroad.

If an author or his assignees has the sole right of performing in the United Kingdom, he or they can, of course, restrain anyone else from performing such piece there. But can he prevent them from performing the piece, say, in Germany? If he wishes to do so, he will have to take proceedings in the German Courts. The English Courts will not help him. So it was decided in the case of

* 13 Q.B.D. 843. † 2 Ambl. 694.

‡ (1893) 2 Q.B. 308.

"Morocco Bound" Syndicate, Limited, *v.* Harris and Chamberlyn.*

"Morocco Bound" Syndicate, Limited, *v.* Harris.

Now as to Musical Copyright.

Musical copyright.

A "sheet of music" is included in the definition of the term "book" as given by the Copyright Act 1842, and it may be stated shortly that the procedure and law as to the rights of an author in his musical composition are the same as those in the copyright in books.

But some modifications have been introduced by recent legislation.

Musical Compositions Act 1882.

By section 1 of the Musical Compositions Act 1882, the proprietor of the copyright in any musical composition, who shall be desirous of retaining exclusively the right of public representation or performance, shall have printed on the title-page of every published copy, a notice that the right of public representation is reserved.

By section 2—

When the right of performance and copyright become vested in different persons *before* publication:

Then, if the owner of the right of representation wishes *to retain that right* exclusively, he shall, *before* publication, give notice to the owner of the copyright requiring him to print a notice on every copy that the right of representation is reserved.

Where those rights have become vested in different persons *after* publication:

Then, provided the said notice has been duly printed on the copies, until the time of the vesting in different owners, the owner of the right of performance can require in the same way the owner of the copyright to print a similar notice on every copy thereafter published. The penalty for non-compliance with such notice is £20.

By the Musical Compositions Act 1888—

Musical Compositions Act 1888.

The damages or penalty for unauthorised performance of a musical composition is to be in the discretion of the judge, and may be less than forty shillings. The costs are also to be in the absolute discretion of the judge.

* 61 L.J. Ch. 400 (1895).

By section 3 of the Act, a proprietor not wilfully permitting an unauthorised performance of a musical composition shall not be liable to penalty.

By section 4, the provisions of the Act shall not apply to any action or proceeding in respect of a representation or performance of any opera or stage play in any theatre or other place of public entertainment duly licensed in that respect.

Opera.

It may be mentioned that it has been decided that the proprietor of copyright in an opera possesses such right in every part of it, and if an air is pirated from the opera, although for the purpose of dance music, this constitutes an infringement.

Pianoforte arrangement.

Equally it will be an infringement of copyright to make a pianoforte arrangement from a copyright opera.

An assignment of the copyright in a musical composition must be in writing.

One man employing another to write a play.

If one man employs another man to write a play or any musical composition, the copyright belongs to the actual author and not to the employer.

Eaton v. Lake.

In 1888 an action was brought by a Mr. Eaton to recover from Mr. Lake,* the proprietor of a music hall, penalties for the representation of the music without the consent of the plaintiff in writing. It appeared the plaintiff had been employed by the defendant for several years as musical conductor, at a weekly salary, at the defendant's music hall.

The plaintiff was in the habit of composing the music for special performances, which were generally given during the Christmas and Easter holidays, and was afterwards paid separately for these compositions.

In accordance with this practice, the music was composed by the plaintiff for the Christmas holidays in 1886, and preparations were made for the production of the ballet. Special scenery was painted and performers engaged, and the performance was advertised to take place. The ballet was produced on December 24, the plaintiff then acting as conductor, but on December 27 the plaintiff gave the defendant a week's notice to quit his employment, and left on the next day taking with him the score and band parts of the music in question. The defendant thereupon saw the plaintiff and obtained from him the score and band parts upon giving to the plaintiff a cheque for £20, payment of which, however, was afterwards stopped by the defendant. The defendant continued to repre-

* Eaton *v.* Lake, 20 Q.B. D. 378.

sent the ballet and the music composed by the plaintiff at his music hall up to December 31. The jury found that the music was an independent musical composition, and it was held by the Court of Appeal that the defendant having represented the music, without the consent in writing of the plaintiff, as provided by the Statute, was liable.

Æolians.

A very important case was recently decided by the Court of Appeal with regard to "Æolians," a wind instrument worked mechanically, the musical notes of which were produced through the instrumentality of sheets of perforated paper, pipes and reeds. An action * was brought by the owners of the copyright in the music of three songs, known as "My Lady's Bower," "The Better Land," and "The Holy City," to restrain an alleged infringement, and it was decided by the Court of Appeal that the perforated sheets in question are not sheets of music so as to constitute an infringement of the copyright within the meaning of the Copyright Act 1842. Also that the marks printed on the perforated sheets as on the original music, indicating the mode in which the mechanical instrument is to be regulated by the player so as to produce the appropriate expression, do not constitute such an infringement.

Boosey v. Whight.

It will be noticed that the action was brought in respect of the *copyright* not *performing right* in these songs. Had the action been brought in respect of an infringement of the latter the result might have been different, provided of course the performance had been a public one.

Phonographs.

This raises an important question, which, it is believed, has not yet come before the Courts, and that is as to infringements by phonographs, &c., or rather by the owners of them. It is well known that many a copyright song is reproduced by these instruments. Probably if the instruments in question "publicly" performed with money taken at the doors, there would be an infringement.

Difference between a dramatic piece and a musical composition.

When is a song a dramatic piece, and when is it merely a musical composition? As defined in the Copyright Act of 1842, the term "dramatic piece" includes every tragedy, comedy, play,

* Boosey v. Whight (1899), 1 Ch. 836, 69 L.J. Ch. 66.

opera, farce, or other scenic, musical, or dramatic entertainment.

A song, "The Ship on Fire," containing a descriptive account of a recent wreck, was sung, the performer, in plain clothes, accompanying himself at the piano, without any aid from scenery. The song was intended to express various emotions, and the performer assumed, to a limited extent, certain characters. This was held to be a dramatic piece.*

In another case a song, "Come to Peckham Rye," sung in costume, and accompanied by characteristic dances and gestures, was held to be a dramatic piece.†

In each case it is a question of fact.

What song is, or is not, a dramatic piece, has been well explained by Lord Justice Smith in the case of Fuller *v.* Blackpool Winter Gardens.‡

Fuller *v.* Blackpool Winter Gardens.

This was an action brought by the plaintiff, Mrs. Fuller, a music-hall singer, who was the proprietress of the sole right of singing or representing a song called "Daisy Bell," against the defendants, the proprietors and managers of the Blackpool Winter Gardens and Pavilion, to recover 312 penalties of 40*s.* each for the infringement of the plaintiff's right.

In December 1892, before the song "Daisy Bell" had been published or sung in public, the plaintiff purchased, from the author and composer, the sole right and liberty of performing the song in Great Britain.

When the song was subsequently published, it bore upon the title-page a picture of the performer, as a bicyclist in male attire, standing beside a bicycle. There was also printed upon it, by the assent and authority of the plaintiff, the following notice: "This song may be sung in public without fee or licence, except at music halls." It appeared that the plaintiff was accustomed to sing the song at music halls dressed as a boy bicyclist, and accompanied the singing with dramatic action.

There was no registration under the Copyright Act of 1842 of the plaintiff's right of representing or performing the song.

The defendants, having purchased a copy of the song with the printed notice upon the title-page, made preparations for causing it to be sung by one of the performers in a pantomime, which it was proposed to bring out at their place of entertainment, which was not a music hall.

* Russell *v.* Smith, 12 Q.B. 217.
† Clark *v.* Bishop, 25 L.T. 908.
‡ (1895) 2 Q.B. 429.

The plaintiff, on becoming aware of the defendants' intention, wrote to the defendants a letter, in which it was stated that the defendants had no authority to have the song sung, and inserted advertisements in the theatrical papers that the song could not be sung in public. In reply to the plaintiff's letter, the defendants wrote that they had purchased a copy of the song with the notice printed upon the title-page, that rehearsals for the pantomime had already taken place, and that, their place of entertainment not being a music hall, they claimed the right to have the song sung there.

The song was accordingly sung at the defendants' place of entertainment for a considerable period.

The plaintiff thereupon claimed the penalties stated above under the Copyright Acts, and contended that it was a "dramatic piece" within the meaning of those Statutes.

It was held by the Court of Appeal that the effect of the Copyright (Musical Compositions) Act 1882 is that the proprietor of the copyright in a musical composition, or the right of public representation of such composition, cannot maintain an action for the infringement of the copyright or right of public representation unless there is printed upon the title-page of every published copy a notice, as required by that Act, that the right of public representation or performance is reserved, and they decided therefore against the plaintiff.

With regard to whether a particular song is a dramatic piece or not, Lord Justice Smith said:—"Every case must depend upon its own attendant circumstances, and it is a question of fact. I think that to constitute a song a dramatic piece it must be such a song that, for its proper representation, acting and possibly scenery form a necessary ingredient, and that, if neither of these be requisite to the efficient representation of the song, it is not a dramatic piece. It is an entire misnomer to call a mere, common, ordinary music-hall song, which requires neither acting nor scenery for its production, a dramatic piece, for it is in truth nothing of the kind. In my judgment, as a matter of fact, this song, 'Daisy Bell,' is not a dramatic piece; if it were every boy in the street who sung it would be liable to be proceeded against for having performed a dramatic piece without the written consent of the author, which is wholly untenable."

International Copyright Act 1844.

Under the International Copyright Act of 7 Vic. c. 12, authors and composers of dramatic pieces and musical compositions first published, represented, and performed in foreign countries have rights of performance or representation in the United Kingdom similar to the rights which they would have had if such works had been first performed and represented in the United Kingdom, provided such works are registered in this country within the time specified under any Order in Council under the Act.

Apart from that Act such authors would not be entitled to copyright.

International Copyright Act 1866.

Under the Act of 1866, except so far as provided by any Order in Council under that Act, there is no necessity for registration by a foreigner.

Rights in foreign piece acquired before Act.

If before the International Act of 1886, or before an Order in Council bringing any foreign country within the scope of the International Copyright Act of 1886, anyone in England acquires the copyright in, or right to represent, any piece first published abroad, he will have a subsisting and valuable right.

This was decided by the case of Moul *v.* Groenings.*

Moul v. Groenings

A piece called the "Caprice Polka" was produced in France in November 1877, and the author duly registered it according to French law, and immediately became entitled to all the rights the French law could give him.

He might have acquired an exclusive right in this country if he had taken the necessary steps to register under 7 Vic. c. 12, but he did not do so.

In February 1887 a Mr. Lafleur published this piece of music in London, which he had the right to do.

The defendant bought this piece of music from Lafleur and performed it with his band in London and Brighton in April and May 1887 and also in 1888, 1889, and 1890.

In the interval the International Copyright Act of 1886 was applied to France by an Order in Council which came into operation on December 6, 1887.

The author sued the bandmaster for infringement, and it was held that the bandmaster had a subsisting and valuable right in performing the piece, and the action failed.

Dramatising a novel.

Dramatising a Novel.

It was laid down by Lord Hatherly that the only way in which an author can prevent other persons from representing as a drama the whole or any part of his composition is himself to publish his work in the form of a drama, so as to bring himself within the scope of dramatic copyright.

This publication in the form of a drama must precede the publication of the novel.

* 60 L.J. Q.B. D. p. 715 (1891).

Toole v. Young.

Mr. Hollingshead wrote a story, which he published in *Good Words* of April 1863. The story was named "Not above his Business," and was so constructed as to enable the author, by very slight alterations, to turn it into a drama.

Within a month of the publication of the story, the author wrote the manuscript of his drama "Shop," and employed all the incidents described in his story. He did not, however, publish or represent it. In January 1865 he sold the copyright of this drama to the plaintiff, who, however, never acted it.

In the year 1870, Mr. Gratton dramatised the story which had appeared in *Good Words*, and sold the copyright to defendant, who acted it with his company, on several occasions, under the name of "Glory."

It was admitted the dramas were substantially the same, and that defendant's was obtained *bonâ fide* from the story, and not from Mr. Hollingshead's subsequent drama. It was held that there was no infringement of copyright; and Chief Justice Cockburn said:—"A story, when published, is the property of the world, except so far as the Copyright Acts apply to it. No Statute forbids the dramatisation of a story, and, in dramatising this story, the defendant's assignor cannot be said to have dramatised Hollingshead's drama."*

The law, however, as to dramatising a novel has been fully discussed in the case of Warne *v.* Seebohm, decided in the year 1888.† The effect of this case is to materially strengthen the novelist's position.

Warne v. Seebohm.

Messrs. Warne & Co., the publishers, were the proprietors of the copyright in the novel called "Little Lord Fauntleroy," written by Mrs. Frances Hodgson Burnett. The novel was first published in an American magazine, but was afterwards published by the plaintiffs in this country, where they registered the copyright. The defendant wrote a play which was, in fact, a dramatisation of the plaintiffs' novel, and bore the same name. After he had written the play, he applied to the authoress of the novel for her sanction for its production on the stage. This was refused, Mrs. Burnett informing him she intended dramatising the story herself. Notwithstanding this refusal, the defendant caused his play to be represented on the stage. For this purpose he made four copies of it, three for the use of the actors, and one to be deposited at the office of the Lord Chamberlain.

It appeared from the evidence that the names of the principal characters in the play were the same as those in the novel, that the principal situations in the novel were reproduced in the play, that the plot of the play was almost identical with that of the novel, that all the principal ideas were taken from the novel, that a considerable portion of the dialogue was taken verbally from the novel, and that many explanatory and descriptive passages in the novel were introduced into the play in the form of dialogue and stage directions.

* L.R. 5 Q.B. 523.

† 39 Ch. D. 73.

The plaintiffs moved the Court for an injunction to restrain the defendant from printing, or otherwise multiplying, copies of the play, and from doing any other act or thing in invasion or infringement of their copyright in the novel.

In the course of his judgment, Mr. Justice Stirling said:—"By implication, every person, other than the author and his assigns, is prohibited from printing, or otherwise multiplying, copies of the book. But this is the only restriction imposed on the public, and, subject to it, every person is free to make such use of the book as he pleases. So long therefore as he does not print or otherwise multiply copies of the novel, any person may dramatise it, and may cause his drama to be publicly represented. But if, for the purpose of dramatisation, he prints or otherwise multiplies copies of the book, he violates the rights of the author no less than if the copies were made for gratuitous distribution. . . . I am of opinion that, if the defendant had caused his play to be printed and published, there would have been a substantial infringement of the plaintiffs' rights. I think that what has been done, and is intended to be done, by the defendant constitutes an infringement of the plaintiffs' legal rights, no less than if the defendant had printed and published his play. The judge made an order that the defendant was to state on oath what copies of the work were existing to extract from those copies and deliver up to the plaintiffs for cancellation all passages copied, taken or colourably imitated from the plaintiffs' book, and to produce to the plaintiffs for examination the copies after the pirated passages had been extracted.

There may be an infringement of copyright by taking scenic effects and situations from other plays or books.

Tableau vivant. The representation of a picture by means of a *tableau vivant* is not an infringement of the copyright in such picture.*

Remedies for Infringement.

Remedies for infringement.

1. Of copyright:
   - (*a*) An action for damages under the Copyright Act 1842, and seizure of piratical copies.
   - (*b*) An injunction to restrain unauthorised printing.
2. Of right to represent:
   - (*a*) Penalty of 40*s*., or the full benefit arising from such representation, or the damage sustained by the plaintiff.
   - (*b*) An injunction to restrain unauthorised performances.

Actions must be brought within a year of the infringement sued on.

* Haufstaengl *v.* Empire Palace, Lim., (1894) 2 Ch. 1.

CHAPTER X.

LIBEL AND SLANDER.

Libel.

ALL written or printed words which expose anyone to hatred, contempt, or ridicule, or which tend to injure him in his profession or trade, or cause him to be shunned or avoided by his neighbours, are libellous.

Slander.

Spoken defamatory words, that is, slander, are only actionable where special damage has resulted from their use.

Where the law presumes special damage.

The court will in the four following cases presume special damage without further evidence, viz. :—

1. Where the words charge the plaintiff with the commission of a crime.

2. Impute to him a contagious disorder tending to exclude him from society.

3. Are spoken of the plaintiff in the way of his profession, or trade, or disparage him in an office of public trust; or

4. Impute unchastity or adultery to any woman or girl.

Criticism.

First, let us consider what rights the public have as to criticism of a play or an actor.

All matters of public interest are matters of public concern, and all theatrical and musical performances may be freely criticised, provided that the comments are not malevolent, and no mistake of a fact be made.

But all comments must be both fair and honest, and a critic should always state his true opinion of the work before him. If he thinks well of the work, and still condemns it, he is acting dishonestly, and will probably be liable to an action even though his words do not exceed the limits of a fair comment.

The law has been summed up by a well-known judge* in the following words :—"Everyone has a right to publish

* Lord Ellenborough in the case of Sir John Carr *v.* Hood, 1 Camp. 355.

such fair and candid criticism, even although the author may suffer loss from it. Such a loss the law does not consider as an injury, because it is a loss which the party ought to sustain. It is, in short, the loss of fame and profits to which he was never entitled. Reflection upon personal character is another thing. Show me an attack upon the moral character of the plaintiff, or any attack upon his character unconnected with his authorship, and I should be as ready as any judge who ever sat here to protect him."

In another case* the same judge said:—"Liberty of criticism must be allowed, or we should neither have purity of taste nor of morals. Fair discussion is essentially necessary to the truth of history and the advancement of science. That publication, therefore, I shall never consider as a libel which has for its object, not to injure the reputation of any individual, but to correct misrepresentations of fact, to refute sophistical reasoning, to expose a vicious taste in literature, or to censure what is hostile to morality."

It was also said in the well-known case of Whistler *v.* Ruskin† :—"A critic must confine himself to criticism, and not make it the veil for personal censure, nor allow himself to run into reckless and unfair attacks, merely from the love of exercising his power of denunciation."

These principles are well illustrated in the case of Merivale *v.* Carson,‡ decided in 1887.

Merivale *v.* Carson.

The action was brought to recover damages in respect of an alleged libel. At the trial, before Mr. Justice Field, it appeared that the plaintiff and his wife were the joint authors of a play called "The Whip Hand." The defendant was the editor of a theatrical newspaper. Early in May 1886, the play was performed at a theatre in Liverpool. On May 7 a criticism of the play was published in the defendant's newspaper. The part of the article charged in the statement of claim as libellous was as follows:—

"'The Whip Hand,' the joint production of Mr. and Mrs. Herman Merivale, gives us nothing but a hash-up of ingredients which have been used *ad nauseam*, until one rises in protestation against the loving, confiding, fatuous husband with a naughty wife and her double

* Tabart *v.* Tipper, 1 Camp. 351.
† *Times*, November 26 and 27, 1878.
‡ 20 Q.B. D. 275.

existence; the good male genius, the limp aristocrat, the villainous foreigner. And why dramatic authors will insist that in modern society comedies in the villain must be a foreigner and the foreigner must be a villain, is only explicable on the ground, we suppose, that there is more or less of romance about such gentry. It is more in consonance with accepted notions that your continental croupier would make a much better fictitious prince, marquis, or count than would, say, an English billiard-marker or stable-lout. And so the Marquis Collona, in 'The Whip Hand,' is offered up by the authors upon the altar of tradition, and sacrificed in the usual manner, when he gets too troublesome to permit of a reconciliation of husband and wife, and lover and maiden, and is proved, also much as usual, to be nothing more than a kicked-out croupier."

The innuendo suggested was that the article implied that the play was of an immoral tendency.

It was admitted that there was no adulterous wife in the play. The jury found a verdict for the plaintiffs with one shilling damages, and the judge entered judgment for the plaintiffs accordingly, and declined to deprive them of costs. The defendant appealed.

Lord Esher, in giving judgment, said:—"What is the meaning of a 'fair comment'? I think the meaning is this: is the article in the opinion of the jury beyond that which any fair man, however prejudiced, or however strong his opinion may be, would say of the work in question? Every latitude must be given to opinion and to prejudice, and then an ordinary set of men with ordinary judgment must say whether any fair man would have made such a comment on the work. It is very easy to say what would be clearly beyond that limit if, for instance, the writer attacked the private character of the author. But it is much more difficult to say what is within the limit. That must depend on circumstances of the particular case. Mere exaggeration, or even gross exaggeration, would not make the comment unfair. However wrong the opinion expressed may be in point of truth, or however prejudiced the writer, it may still be within the prescribed limit. The question which the jury must consider is this: would any fair man, however prejudiced he may be, however exaggerated or obstinate his views, have said that which this criticism has said of the work which is criticised; if it goes beyond that, then you must find for the plaintiff; if you are not satisfied that it does, then it falls within the allowed limit and there is no libel at all. I cannot doubt that the jury were justified in coming to the conclusion to which they did come, when once they had made up their minds as to the meaning of the words used in the article, viz.: that the plaintiffs had written an obscene play, and no fair man could have said that. There was therefore a complete misdescription of the plaintiffs' work, and the inevitable conclusion was that an imputation was cast upon the characters of the authors. Another point that has been discussed is this: it is said that if in some other case the alleged libel would not be beyond

the limits of fair criticism, and it could be shown that the defendant was not merely criticising the work but was writing with an indirect and dishonest intention to injure the plaintiffs, still the motive would not make the criticism a libel. I am inclined to think that it would, and for this reason, that the comment would not then merely be a criticism of the work. The mind of the writer would not be that of a critic, but he would be actuated by an intention to injure the author.

In my opinion this appeal must be dismissed.

Another illustration as to how far criticism may go, and when it becomes actionable, is afforded by the recent case of Cooney *v.* Endevain.

Cooney v. Endevain.

The action was brought by Mrs. Charlotte Louisa Cooney to recover damages for a libel contained in an article published by the defendant on December 5, 1896. The case was tried before Mr. Justice Hawkins and a special jury, and resulted in a verdict and judgment being entered for the plaintiff with £25 damages. In December of last year the plaintiff was engaged to appear at the Palace Theatre. The article complained of, after describing the entertainment as quite the best of its kind in London, a sort of show, in fact, that a man could with impunity take his maiden aunt to witness, went on thus: "There is nothing coarse about it anywhere, and the only touch of vulgarity is supplied by Miss Lottie Collins who successfully reproduced, in two of her songs at least, methods far from pleasing of that age which, to its eternal sorrow, used to applaud such monstrosities as the Leon Comique, now, happily, very near dead. One of her songs, 'The Little Widow'—no connection, I am happy to say, of our very own sweet lady—was written in grossly bad taste, which is not redeemed even by the singer's surprising agility in rose red petticoats. To my mind, Miss Collins has never done so well since 'Tarara-boom-de-ay.'"

Counsel for the defendant argued that the report was merely a fair comment on a matter of public interest. It referred to the lady's appearance at a public theatre on a public occasion. The defendant pleaded that the songs were vulgar, and he proposed to read part of them to the Court. Counsel then read several verses from the "Little Widow," and from a song called "A Girl on the Ran-dan-dan," both of which Miss Lottie Collins had sung on the night in question, and he contended that whether the verses he had read were vulgar or not depended entirely upon the standard upon which the individual criticising them had in his own mind of what was vulgarity and what was not. He thought no one would deny that half the people in the world would say at once that some, at any rate, of the verses he had read had just a touch of vulgarity in them. After all, it was merely a question of where the line was to be drawn. In conclusion, he submitted that the article had not exceeded the limits of fair criticism,

and that the appeal ought to be allowed. The Court of Appeal said the appeal must be dismissed. There was no dispute as to the facts, and the sole question that the Court had to decide was whether the learned judge who tried the action was right in allowing the issue to go to the jury to decide that it was necessary to ascertain whether the article complained of was merely a fair comment on a matter of public interest, and, *per se*, incapable of being regarded as libel under any circumstances, or was it capable of being regarded as libellous. The lady in her statement of claim alleged that the meaning of the article was that she had, during that particular engagement, danced and sung with vulgarity. It could not successfully be contended that, under certain circumstances, such a statement might not reasonably be treated as being a libel on a lady in the position of the plaintiff. The learned judge was, therefore, perfectly right in deciding that it was a case to go to the jury. With the decision of the jury he had nothing to do, nor was any question as to the amount of damages being excessive or otherwise before the Court."

Libellous Programmes.

Concert-givers must be very careful, after the case of Russell *v.* Notcutt,* to see that the order of the artistes' names on a poster or programme corresponds with their order of merit. It may be very hard on them, but, if they are not cautious, they may find themselves exposed to an action for libel.

Russell *v.* Notcutt.

Russell *v.* Notcutt, decided in 1896, was an action for libel, and the plaintiff asked for an injunction to restrain the defendant from publishing certain numbers of a paper called the *Musical Exchange Journal and Dramatic Observer*, of which he was the proprietor, and from publishing any handbills or notices of a concert announced for May 4, 1895, containing a certain libel on the plaintiff. The plaintiff in the action was Miss Ella Russell, the well-known public singer; the defendant, Mr. Percy Notcutt, being a concert manager as well as the proprietor of the *Musical Exchange Journal and Dramatic Observer*. The present appeal was brought upon the grounds that there was no evidence that the matter complained of was a libel; that there had been misdirection in not leaving to the jury the question of malice and misreception of evidence; that the verdict was against the weight of the evidence; and that the damages were excessive. In February 1895 the defendant engaged the plaintiff to sing for him at a concert to take place in May 1895. She had sung for him on previous occasions, when she had stipulated for a certain place in the programme, but on this occasion she had not made any such stipulation. The first announcement of the concert was in the number of the defendant's newspaper of March 27, in which Miss Ella Russell's name appeared alone. Sub-

* 12 *Times* Law Reports, 195.

sequently Miss Macintyre was engaged for the same concert, and the defendant undertook to place her name first. In the number of the paper published on April 1, the names of the singers were in the following order: Miss Macintyre, Miss Rose Cavendish, Miss Ella Russell. The plaintiff's husband complained to the defendant on the next day of the position in which her name was placed, and her engagement was cancelled. Subsequently, however, in the number of the defendant's paper published on April 10, her name was again inserted, the order of names being: Miss Macintyre, Miss Rose Cavendish, Miss Ella Russell, and Mme. Amy Sherwin. This announcement constituted the libel complained of, and it was claimed that the placing of the plaintiff's name in such a position upon the programme was calculated to injure her professional reputation. The jury found a verdict for the plaintiff, and assessed the damages at £100, for which sum Mr. Justice Grantham gave judgment.

The defendant now applied for judgment or a new trial on the grounds above set out. In giving judgment, the Master of the Rolls said that in this case the defendant had moved to enter judgment for him on the ground that there was no evidence to go to the jury. He said that, if there was such evidence, then the judge had misdirected the jury, because he declined to leave to them the question whether the defendant was actuated by express malice, and he also said that evidence had been wrongly received, that the verdict was against the weight of evidence, and that the damages were excessive. The great struggle had been with reference to the first proposition, which was wholly distinct from any question of misdirection. Was there evidence which could with a proper direction be left to the jury? It was said that it was a libel to put the plaintiff's name in a particular place; if no evidence had been given beyond the mere production of the document, he should have said that there was no evidence on which it could have been held that there was a libel; but here evidence was given which gave a meaning to the order in which the names were placed. That order might have no meaning at all in itself under ordinary circumstances, but here a particular class of people and a particular publication was being dealt with, and evidence was given by persons of the greatest experience in such matters that the order in which the names were placed had a particular meaning. It was stated in that evidence that the first place was sign of a superior reputation in the profession of public singing, and that the beginning and the end in such announcements were superior positions as compared with the middle. That evidence *suggested a meaning for the order in which the names were put.* That was a circumstance in the case which it was right to lay before the jury, and it was for them to say whether they were satisfied that the order had the special meaning which the witnesses assigned to it. These circumstances, giving to the words a meaning other than their natural meaning, were matters which the judge could not have

withdrawn from the jury; it would have been impossible for him to say that the words could not be libellous, and he was bound to leave to the jury the question whether they were in fact libellous. There was, therefore, evidence to go to the jury on the question as to whether the matter complained of was a libel, and the appeal on this head failed. Then it was argued that there had been misdirection because the question of malice had not been left to the jury; but that suggestion was bad in law, because the moment the jury found that the publication bore a libellous signification no question of express malice could arise. There was not, in fact, any symptom of misdirection throughout the whole summing up. Then it was argued that the evidence of Mr. Boosey had been wrongly received; he had given an account of something that happened in another case, and was wholly immaterial to the present one. It would be disregarded by the jury, and its admission could not justify the present application. There was also no ground for saying that the verdict was against the weight of the evidence, or that the damages were grossly extravagant or against reason.

Defamatory words calculated to bring a man into ridicule are libellous.

Ridicule.

In the case of Duplany *v.* Davis, the editor of a paper called the *Bat* had criticised the Empire, and said that if Mr. Nicol would only persuade his customers to dine comfortably at the Café Royal, and would engage the plaintiff (better known as M. Marius) in his old profession, that of a waiter, and would permanently close the Empire, he would confer the greatest benefit ever bestowed on the playgoing public. Defendant withdrew (at the request of M. Marius' solicitors) the statement made, and further stated, "However, I am sorry his feelings have been hurt." The jury found a verdict for the plaintiff, damages £100.

Duplany *v.* Davis.

Here is an instance of what is not a libel:

In the Court of Queen's Bench, before Mr. Justice Channell and a common jury, an action was brought by Miss Adeline Votieri, an authoress, residing at Holloway, to recover damages from Lestocq and Marbury for an alleged libel. Mr. Johnson, in opening the case, said that Miss Votieri wrote a play entitled "Coralie et Cie," and made arrangements with Mrs. George, proprietress of the Bijou Theatre, Bayswater, to have it performed on February 24 last. On the day preceding the performance the plaintiff received the following telegram from the defendants:—"Understand you contemplate performing an adaptation of 'Coralie & Co.' You own no rights. The French Authors' Society warn you not to do so, or will proceed against you under Copyright Convention to protect them." Following up that telegram defendants wrote both to the plaintiff and Mrs. George warning them against producing the play, and stating that everyone who took part in it was liable to prosecution. The letters were written by

the defendants as representing the French Authors' Society. Mr. Johnson submitted that the telegram was a libel, because it said the plaintiff had done an improper act by plagiarising a play. The plaintiff's play was an original play, and therefore it was a slander of title and a slander on the character of the plaintiff. Evidence was given on behalf of the plaintiff, and Mr. Morton Smith submitted there was no case to go to the jury, and Mr. Justice Channell agreed, but suggested that it should be left to the jury in the event of an appeal. Mr. Morton Smith said he would not call evidence, and would only submit that the duty of the jury was to decide whether they agreed with the judge that no imputation upon the character of the plaintiff was contained in the telegram. Mr. Justice Channell having summed up, the jury found that there was no imputation on the character of the plaintiff in the telegram. Judgment was then entered for the defendants, with costs.

Remedies. The remedies are twofold—civil and criminal. Where a civil action is brought, the question of the amount of the damages is one for the consideration of the jury.

APPENDIX.

STATUTES.

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THE THEATRES ACT, 1843.

(6 & 7 Vic. c. 68.)

II. And be it enacted, That it shall not be lawful for any Person to have or keep any House or other Place of public Resort in *Great Britain*, for the public Performance of Stage Plays, without Authority by virtue of Letters Patent from Her Majesty, Her Heirs and Successors, or predecessors, or without Licence from the Lord Chamberlain of Her Majesty's Household for the Time being, or from the Justices of the Peace as herein-after provided; and every Person who shall offend against this Enactment shall be liable to forfeit such Sum as shall be awarded by the Court in which or the Justices by whom he shall be convicted, not exceeding Twenty Pounds for every Day on which such House or Place shall have been so kept open by him for the Purpose aforesaid, without legal Authority. All Theatres for the Performance of Plays must be licensed.

III. And be it enacted, That the Authority of the Lord Chamberlain for granting Licences shall extend to all Theatres (not being Patent Theatres) without the Parliamentary Boundaries of the Cities of *London* and *Westminster*, and of the Boroughs of *Finsbury* and *Marylebone*, the *Tower Hamlets*, *Lambeth*, and *Southwark*, and also within those Places where Her Majesty, Her Heirs and Successors, shall, in their Royal Persons, occasionally reside: Provided always, that, except within the Cities and Boroughs aforesaid, and the Boroughs of *New Windsor* in the County of *Berks*, and *Brighthelmstone* in the County of *Sussex*, Licences for Theatres may be granted by the Justices as herein-after provided, in those Places in which Her Majesty, Her Heirs and Successors, shall occasionally reside; but such Licences shall not be in force during the Residence there of Her Majesty, Her Heirs and Successors; and during such Residence it shall not be lawful to open such Theatres as last aforesaid (not being Patent Theatres) without the Licence of the Lord Chamberlain. What Licences shall be granted by the Lord Chamberlain.

IV. And be it enacted, That for every such Licence granted by the Lord Chamberlain a Fee, not exceeding Ten Shillings for each Calendar Month during which the Theatre is licensed to be kept open, according to such Scale of Fees as shall be fixed by the Lord Chamberlain, shall be paid to the Lord Chamberlain. Fee for Lord Chamberlain's Licence.

V. And be it enacted, That the Justices of the Peace within every County, Riding, Division, Liberty, Cinque Port, City, and Borough in *Great Britain* beyond the Limits of the Authority of the Lord Chamberlain, in which Application shall have been made to them for Licences may be granted by Justices.

any such Licence as is herein-after mentioned, shall, within Twenty-one Days next after such Application shall have been made to them in Writing signed by the Party making the same, and countersigned by at least Two Justices acting in and for the Division within which the Property proposed to be licensed shall be situate, and delivered to the Clerk to the said Justices, hold a Special Session in the Division, District, or Place for which they usually act, for granting Licences to Houses for the Performance of Stage Plays, of the holding of which Sessions Seven Days Notice shall be given by their Clerk to each of the Justices acting within such Division, District, or Place; and every such Licence shall be given under the Hands and Seals of Four or more of the Justices assembled at such Special Session, and shall be signed and sealed in open Court, and afterwards shall be publicly read by the Clerk, with the Names of the Justices subscribing the same.

Fee for Justices' Licence.

VI. And be it enacted, That for every such Licence granted by the Justices a Fee, not exceeding Five Shillings for each Calendar Month during which the Theatre is licensed to be kept open, according to such Scale of Fees as shall be fixed by the Justices, shall be paid to the Clerk of the said Justices.

To whom Licences shall be granted.

VII. And be it enacted, That no such Licence for a Theatre shall be granted by the Lord Chamberlain or Justices to any Person except the actual and responsible Manager for the Time being of the Theatre in respect of which the Licence shall be granted; and the Name and Place of Abode of such Manager shall be printed on every Play Bill announcing any Representation at such Theatre; and such Manager shall become bound himself in such penal Sum as the Lord Chamberlain or Justices shall require, being in no Case more than Five hundred Pounds, and Two sufficient Sureties, to be approved by the said Lord Chamberlain or Justices, each in such penal Sum as the Lord Chamberlain or Justices shall require, being in no Case more than One hundred Pounds, for the due Observance of the Rules which shall be in force at any Time during the Currency of the Licence for the Regulation of such Theatre, and for securing Payment of the Penalties which such Manager may be adjudged to pay for Breach of the said Rules, or any of the Provisions of this Act.

Rules for the Theatres under the Control of the Lord Chamberlain.

VIII. And be it enacted, That in case it shall appear to the Lord Chamberlain that any Riot or Misbehaviour has taken place in any Theatre licensed by him, or in any Patent Theatre, it shall be lawful for him to suspend such Licence or to order such Patent Theatre to be closed for such Time as to him shall seem fit; and it shall also be lawful for the Lord Chamberlain to order that any Patent Theatre or any Theatre licensed by him shall be closed on such public Occasions as to the Lord Chamberlain shall seem fit; and while any such Licence shall be suspended, or any such Order shall be in force, the Theatre

to which the same applies shall not be entitled to the Privilege of any Letters Patent or Licence, but shall be deemed an unlicensed House.

Rules for enforcing Order in the Theatres licensed by the Justices.

IX. And be it enacted, That the said Justices of the Peace at a Special Licensing Session or at some adjournment thereof, shall make suitable Rules for ensuring Order and Decency at the several Theatres licensed by them within their Jurisdiction, and for regulating the Times during which they shall severally be allowed to be open, and from Time to Time, at another Special Session, of which Notice shall be given as aforesaid, may rescind or alter such Rules; and it shall be lawful for any One of Her Majesty's Principal Secretaries of State to rescind or alter any such Rules, and also to make such other Rules for the like Purpose, as to him shall seem fit; and a Copy of all Rules which shall be in force for the Time being shall be annexed to every such Licence; and in case any Riot or Breach of the said Rules in any such Theatre shall be proved on Oath before any Two Justices usually acting in the Jurisdiction where such Theatre is situated, it shall be lawful for them to order that the same be closed for such Time as to the said Justices shall seem fit; and while such Order shall be in force the Theatre so ordered to be closed shall be deemed an unlicensed House.

Proviso for the Universities of Oxford and Cambridge.

X. Provided always, and be it enacted, That no such Licence shall be in force within the Precincts of either of the Universities of *Oxford* or *Cambridge*, or within Fourteen Miles of the City of *Oxford* or Town of *Cambridge*, without the Consent of the Chancellor or Vice Chancellor of each of the said Universities respectively; and that the Rules for the Management of any Theatre which shall be licensed with such Consent within the Limits aforesaid shall be subject to the Approval of the said Chancellor or Vice Chancellor respectively; and in case of the Breach of any of the said Rules, or of any Condition on which the Consent of the Chancellor or Vice Chancellor to grant any such Licence shall have been given, it shall be lawful for such Chancellor or Vice Chancellor respectively to annul the Licence, and thereupon such Licence shall become void.

Penalty on Persons performing in unlicensed Places.

XI. And be it enacted, That every Person who for Hire shall act or present, or cause, permit, or suffer to be acted or presented, any Part in any Stage Play, in any Place not being a Patent Theatre or duly licensed as a Theatre, shall forfeit such Sum as shall be awarded by the Court in which or the Justices by whom he shall be convicted, not exceeding Ten Pounds for every Day on which he shall so offend.

No new Plays or Additions to old ones to be acted until sub-

XII. And be it enacted, That One Copy of every new Stage Play, and of every new Act, Scene, or other Part added to any old Stage Play, and of every new Prologue or Epilogue, and of every new Part added to an old Prologue or Epilogue intended to be produced and acted for Hire at any Theatre in *Great Britain*, shall be sent to the Lord Chamberlain of Her Majesty's Household for the Time being,

YALE LAW LIBRARY.

mitted to the Lord Chamberlain.

Seven Days at least before the first acting or presenting thereof, with an Account of the Theatre where and the Time when the same is intended to be first acted or presented, signed by the Master or Manager, or One of the Masters or Managers, of such Theatre; and during the said Seven Days no Person shall for Hire act or present the same, or cause the same to be acted or presented; and in case the Lord Chamberlain, either before or after the Expiration of the said Period of Seven Days, shall disallow any Play, or any Act, Scene, or Part thereof, or any Prologue or Epilogue, or any Part thereof, it shall not be lawful for any Person to act or present the same, or cause the same to be acted or presented, contrary to such Disallowance.

Fees to be paid for Examination of Plays, &c.

XIII. And be it enacted, That it shall be lawful for the Lord Chamberlain to charge such Fees for the Examination of the Plays, Prologues and Epilogues, or Parts thereof, which shall be sent to him for Examination, as to him from Time to Time shall seem fit, according to a Scale which shall be fixed by him, such Fee not being in any Case more than Two Guineas, and such Fees shall be paid at the Time when such Plays, Prologues, and Epilogues, or Parts thereof, shall be sent to the Lord Chamberlain; and the said Period of Seven Days shall not begin to run in any Case until the said Fee shall have been paid to the Lord Chamberlain, or to some Officer deputed by him to receive the same.

The Lord Chamberlain *may* forbid any Play.

XIV. And be it enacted, That it shall be lawful for the Lord Chamberlain for the Time being, whenever he shall be of opinion that it is fitting for the Preservation of Good Manners, Decorum, or of the public Peace so to do, to forbid the acting or presenting any Stage Play, or any Act, Scene, or Part thereof, or any Prologue or Epilogue, or any Part thereof, anywhere in *Great Britain*, or in such Theatres as he shall specify, and either absolutely or for such Time as he shall think fit.

Penalty for acting Plays before they are allowed or after they have been disallowed

XV. And be it enacted, That every Person who for Hire shall act or present, or cause to be acted or presented, any new Stage Play, or any Act, Scene, or Part thereof, or any new Prologue or Epilogue, or any Part thereof, until the same shall have been allowed by the Lord Chamberlain, or which shall have been disallowed by him, and also every Person who for hire shall act or present, or cause to be acted or presented, any Stage Play, or any Act, Scene, or Part thereof, or any Prologue or Epilogue, or any Part thereof, contrary to such Prohibition as aforesaid, shall for every such Offence forfeit such Sum as shall be awarded by the Court in which or the Justices by whom he shall be convicted, not exceeding the Sum of Fifty Pounds; and every Licence (in case there be any such) by or under which the Theatre was opened, in which such Offence shall have been committed, shall become absolutely void.

What shall be

XVI. And be it enacted, That in every Case in which any Money or other Reward shall be taken or charged, directly or indirectly, or

in which the Purchase of any Article is made a Condition for the Admission of any Person into any Theatre to see any Stage Play, and also in every Case in which any Stage Play shall be acted or presented in any House, Room, or Place in which distilled or fermented Excisable Liquor shall be sold, every Actor therein shall be deemed to be acting for Hire. Evidence of acting for Hire.

XVII. And be it enacted, That in any Proceedings to be instituted against any Person for having or keeping an unlicensed Theatre, or for acting for Hire in an unlicensed Theatre, if it shall be proved that such Theatre is used for the public Performance of Stage Plays, the Burden of Proof that such Theatre is duly licensed or authorized shall lie on the Party accused, and until the contrary shall be proved such Theatre shall be taken to be unlicensed. Proof of Licence in certain Cases to lie on the Party accused.

XVIII. And be it enacted, That after the passing of this Act it shall be lawful for any Person against whom any Action or Information shall have been commenced, for the Recovery of any Forfeiture or pecuniary Penalty incurred under the said Act of the Tenth Year of the Reign of King *George* the Second, to apply to the Court in which such Action or Information shall have been commenced, if such Court shall be sitting, or if such Court shall not be sitting to any Judge of either of the Superior Courts at *Westminster*, for an Order that such Action or Information shall be discontinued, upon Payment of the Costs thereof incurred to the Time of such Application being made, such Costs to be taxed according to the Practice of such Court; and every such Court or Judge (as the Case may be), upon such Application, and Proof that sufficient Notice has been given to the Plaintiff or Informer, or to his Attorney, of the Application, shall make such Order as aforesaid; and upon the making such Order, and Payment or Tender of such Costs as aforesaid, such Action or Information shall be forthwith discontinued. Proceedings begun before the passing of this Act may be discontinued.

XIX. And be it enacted, That all the pecuniary Penalties imposed by this Act for Offences committed in *England* may be recovered in any of His Majesty's Courts of Record at *Westminster*, and for Offences committed in *Scotland* by Action or summary Complaint before the Court of Session or Justiciary there, or for Offences committed in any Part of *Great Britain* in a summary Way before Two Justices of the Peace for any County, Riding, Division, Liberty, City, or Borough where any such Offence shall be committed, by the Oath or Oaths of One or more credible Witness or Witnesses, or by the Confession of the Offender, and in default of Payment of such Penalty together with the Costs, the same may be levied by Distress and Sale of the Offender's Goods and Chattels, rendering the Overplus to such Offender, if any there be above the Penalty, Costs, and Charge of Distress; and for Want of sufficient Distress the Offender may be imprisoned in the Common Gaol or House of Correction of any such Penalties how to be recoverable.

County, Riding, Division, Liberty, City, or Borough for any Time not exceeding Six Calendar Months.

Appeal.

XX. And be it enacted, That it shall be lawful for any Person who shall think himself aggrieved by any Order of such Justices of the Peace to appeal therefrom to the next General or Quarter Session of the Peace to be holden for the said County, Riding, Division, Liberty, City, or Borough, whose Order therein shall be final.

Appropriation of Penalties.

XXI. And be it enacted, That the said Penalties for any Offence against this Act shall be paid and applied in the first instance toward defraying the Expenses incurred by the Prosecutor, and the Residue thereof (if any) shall be paid to the Use of Her Majesty, Her Heirs and Successors.

Limitation of Actions.

XXII. Provided always, and be it enacted, That no Person shall be liable to be prosecuted for any Offence against this Act unless such Prosecution shall be commenced within Six Calendar Months after the Offence committed.

Interpretation of Act.

XXIII. And be it enacted, That in this Act the Word "Stage Play" shall be taken to include every Tragedy, Comedy, Farce, Opera, Burletta, Interlude, Melodrama, Pantomime, or other Entertainment of the Stage, or any Part thereof: Provided always, that nothing herein contained shall be construed to apply to any Theatrical Representation in any Booth or Show which by the Justices of the Peace, or other Persons having Authority in that Behalf, shall be allowed in any lawful Fair, Feast, or customary Meeting of the like Kind.

THE MUSIC HALL ACT, 1751.

(25 Geo. II. c. 36.)

Unlicensed Places of public Entertainment deemed disorderly Houses.

II. And whereas the Multitude of Places of Entertainment for the lower Sort of People is another great Cause of Thefts and Robberies as they are thereby tempted to spend their small Substance in riotous Pleasures, and in consequence are put on unlawful Methods of supplying their Wants and renewing their Pleasures: In order, therefore, to prevent the said Temptation to Thefts and Robberies, and to correct as far as may be the Habit of Idleness which is become too general over the whole Kingdom, and is productive of much Mischief and Inconvenience: Be it enacted by the Authority aforesaid, That from and after the First Day of *December* One thousand seven hundred and fifty-two any House, Room, Garden, or other Place kept for public Dancing, Music, or other public Entertainment of the like Kind, in the Cities of *London* and *Westminster*, or within Twenty Miles thereof, without a Licence had for that Purpose from the last preceding *Michaelmas* Quarter Sessions of the Peace to be holden for the County, City, Riding, Liberty, or Division in which such House, Room, Garden, or other Place, is situate, (who are hereby authorized and empowered to grant such Licences as they in their Discretion shall think proper), signified under the Hands and Seals of Four or more of the Justices there assembled, shall be deemed a disorderly House or Place; and every such Licence shall be signed and sealed by the said Justices in open Court, and afterwards be publicly read by the Clerk of the Peace, together with the Names of the Justices subscribing the same; and no such Licence shall be granted at any adjourned Sessions, nor shall any Fee or Reward be taken for any such Licence; and it shall and may be lawful to and for any Constable or other Person, being thereunto authorized by Warrant under the Hand and Seal of One or more of His Majesty's Justices of the Peace of the County, City, Riding, Division, or Liberty where such House or Place shall be situate, to enter such House or Place, and to seize every Person who shall be found therein, in order that they may be dealt with according to Law; and every Person keeping such House, Room, Garden, or other Place, without such Licence as aforesaid, shall forfeit the Sum of One hundred Pounds to such Person as will sue for the same, and

Constables may enter and seize all Persons found therein.

Person keeping the same to forfeit 100*l.*

be otherwise punishable as the Law directs in Cases of disorderly Houses.

Licensed Places to have an Inscription over them;

III. Provided always, and it is hereby further enacted by the Authority aforesaid, That, in order to give public Notice what Places are licensed pursuant to this Act, there shall be affixed and kept up in some notorious Place over the Door or Entrance of every such House, Room, Garden, or other Place kept for any of the said Purposes, and so licensed as aforesaid, an Inscription in large Capital Letters in the Words following; *videlicet*, LICENSED PURSUANT TO ACT OF PARLIAMENT OF THE TWENTY-FIFTH OF KING *GEORGE* THE SECOND; and that no such House, Room, Garden, or other Place, kept for any of the said Purposes, although licensed as aforesaid, shall be open for any of the said Purposes before the Hour of Five in the Afternoon; and that the affixing and keeping up of such Inscription as aforesaid, and the said Limitation or Restriction in point of Time, shall be inserted and made Conditions of every such Licence; and in case of any Breach of either of the said Conditions such Licence shall be forfeited, and shall be revoked by the Justices of Peace in their next General or Quarter Sessions, and shall not be renewed, nor shall any new Licence be granted to the same Person or Persons, or any other Person on his or their or any of their Behalf, or for their Use or Benefit, directly or indirectly, for keeping any such House, Room, Garden, or other Place for any of the Purposes aforesaid.

and not be open before Five in the Evening.

On Breach of either of the said Conditions the Licence to be revoked.

The Theatres and other Places licensed by the Crown or Lord Chamberlain excepted out of this Act.

IV. Provided always, That nothing in this Act contained shall extend or be construed to extend to the Theatres Royal in *Drury Lane* and *Covent Garden*, or the Theatre commonly called the King's Theatre, in the *Haymarket*, or any of them, nor to such Performances and public Entertainments as are or shall be lawfully exercised and carried on under or by virtue of Letters Patents, or Licence of the Crown, or the Licence of the Lord Chamberlain of His Majesty's Household, anything herein contained notwithstanding.

Recovery of Forfeitures.

XIII. And be it further enacted by the Authority aforesaid, That any Person entitled to any of the Forfeitures by this Act imposed may sue for the same by Action of Debt in any of His Majesty's Courts of Record at *Westminster*, in which it shall be sufficient to declare that the Defendant is indebted to the Plaintiff in the Sum of being forfeited by an Act, intituled *An Act for the better preventing Thefts and Robberies, and for regulating Places of Public Entertainment, and punishing Persons keeping disorderly Houses*; and the Plaintiff, if he recover in any such Action, shall have his full Costs.

Full Costs.

Limitation of Actions.

XIV. Provided, That no Action shall be brought by virtue of this Act unless the same shall be commenced within the space of Six Calendar Months after the Offence committed.

PUBLIC ENTERTAINMENTS ACT, 1875.

(38 Vict. c. 21.)

Whereas by an Act of the twenty-fifth year of the reign of His late Majesty King George the Second, chapter thirty-six, intituled "An Act for the better preventing thefts and robberies, and for regulating places of public entertainment, and punishing persons keeping disorderly houses," it is provided that any house, room, garden, or other place kept for public dancing, music, or other public entertainment of the like kind, in the cities of London and Westminster, or within twenty miles thereof, without a license had for that purpose from the last preceding Michaelmas quarter sessions of the peace to be holden for the county, city, riding, liberty, or division in which such house, room, garden, or other place is situate (who are hereby authorised and empowered to grant such licenses as they in their discretion shall think proper), signified under the hands and seals of four or more of the justices there assembled, shall be deemed a disorderly house or place; and it is further, amongst other things, provided by section three of the said Act that no such house, room, garden, or other place kept for any of the said purposes, although licensed as aforesaid, shall be open for any of the said purposes before the hour of five in the afternoon: 25 G. 2. c. 36.

And whereas it is expedient to amend the said Act as herein-after mentioned:

Amendment of section 3 of 25 Geo. 2. c. 36.

1. Section three of the recited Act shall be construed as if, instead of the proviso, "that no such house, room, garden, or other place kept for any of the said purposes, although licensed as aforesaid, shall be open for any of the said purposes before the hour of five in the afternoon," there were substituted the proviso, "that no such house, room, garden, or other place kept for any of the said purposes, although licensed as aforesaid, shall be open for any of the said purposes before the hour of noon."

Provided, that if on any special occasion an occasional license of exemption shall have been granted under the twenty-ninth section of the Licensing Act, 1872, in respect of any house, room, garden, or other place licensed under the recited Act, no penalty or forfeiture shall be

incurred for contravention of section three of the recited Act, as hereby amended, on account of such house, room, garden, or other place being kept open for any of the purposes aforesaid on such special occasion from midnight until the hour specified in such occasional license as the hour for closing.

Commencement of Act.

2. This Act shall be deemed to have come into operation on the twenty-ninth of September one thousand eight hundred and seventy-four, and all proceedings now pending for forfeitures or penalties on account of any breach of either of the conditions mentioned in section three of the recited Act shall be forthwith stayed, and no proceedings shall be instituted for any forfeiture or penalty on account of any such breach committed before the passing of this Act.

Short title.

3. This Act may be cited as The Public Entertainments Act, 1875.

MUSIC AND DANCING LICENCES (MIDDLESEX) ACT, 1894.

(57 & 58 VICT. c. 15.)

Short title.

1. This Act may be cited for all purposes as the Music and Dancing Licences (Middlesex) Act, 1894.

Music and dancing licences.

2. For the regulation of places ordinarily used for public dancing or music, or other public entertainment of the like kind, the following provisions shall have effect in the administrative county of Middlesex; namely,

(1) After the thirty-first day of December one thousand eight hundred and ninety-four, a house, room, garden, or other place, whether licensed or not for the sale of wines, spirits, beer, or other fermented or distilled liquors, shall not be kept or used for public dancing, singing, music, or other public entertainment of the like kind, without a licence for the purpose or purposes for which the same respectively is to be used first obtained from the County Council of Middlesex and for the registration thereof a fee of five shillings shall be paid by the person applying therefor; provided that such fee shall in no case be payable by any applicant in respect of any licence granted for the purpose of a charitable or other like entertainment:

(2) The County Council may at any meeting convened with fourteen days' previous notice, or at any adjournment thereof, grant licences to such persons as they think fit to keep or use houses, rooms, gardens, or places for all or any of the purposes aforesaid upon such terms and conditions, and subject to such restrictions, as they by the respective licences determine, and every licence shall be in force for one year or for such shorter period as the County Council on the grant of the licence shall determine, unless the same shall have been previously revoked as herein-after provided:

(3) The County Council may from time to time at any such meeting aforesaid transfer any such licence to such person as they think fit;

(4) Each person shall in each case give fourteen days' notice to the clerk of the County Council and to the superintendent of police of the police division in which the house, room, garden, or place is situated, of his intention to apply for any such licence, or for the transfer of any such licence:

(5) Any house, room, garden, or place kept or used for any of the purposes aforesaid without such licence first obtained shall be deemed a disorderly house, and the person occupying, or rated as occupier of, the same shall be liable on summary conviction to a penalty not exceeding five pounds for every day on which the same is kept or used for any of the purposes aforesaid; and it shall be lawful for any constable, being thereunto authorised by warrant under the hand of one of Her Majesty's justices of the peace for the county of Middlesex, to enter any such house, room, garden, or place so kept or used without such licence as aforesaid, and to apprehend every person who shall be found therein in order that they may be dealt with according to law.

(6) There shall be affixed and kept up in some conspicuous place on the door or entrance of every house, room, garden, or place so kept or used and so licensed as aforesaid an inscription in large capital letters in the words following: "Licensed in pursuance of Act of Parliament for ," with the addition of words showing the purpose or purposes for which the same is licensed;

(7) Any house, room, garden, or place so kept or used, although so licensed as aforesaid, shall not be opened for any of the said purposes except on the days and between the hours stated in the licence: Provided that no such house, room, garden, or other place so kept or used shall be open for any of the purposes aforesaid after midnight and before the hour of noon; save that if on any special occasion an occasional licence of exemption shall have been granted under the twenty-ninth section of the Licensing Act, 1872, in respect of any house, room, garden, or other place licensed under this Act, no penalty shall be incurred on account of such house, room, garden, or other place being kept open for any of the purposes aforesaid on such special occasion from midnight until the hour specified in such occasional licence as the hour for closing.

35 & 36 Vict. c. 94.

(8) The affixing and keeping up of such inscription as aforesaid, and the observance of the days and hours of opening and closing, shall be inserted in and made a condition of every such licence:

(9) In case of any breach or disregard of any of the terms or conditions upon or subject to which the licence was granted, the holder thereof shall be liable on summary conviction to a penalty not exceeding twenty pounds, and in the case of a continuing offence to a daily penalty (*i.e.*, a penalty for each day on which such offence is continued after conviction therefor) not exceeding five pounds, and such licence shall be liable to be revoked by the order of the County Council:

(10) No notice need be given under sub-section (4) of this section when the application is for a renewal of any existing licence held by the applicant for the same premises:

(11) The County Council may, if and as they think fit, grant to any person applying for the same a licence to keep or use any house, room, garden, or place for any purpose within the meaning of this section for any period not exceeding fourteen days, which they shall specify in such licence, notwithstanding that no notice shall have been given under sub-section (4) of this section:

(12) From and after the passing of this Act sections two and three of the Disorderly Houses Act, 1751, and the whole of the Public Entertainments Act, 1875, shall be repealed so far as relates to the administrative county of Middlesex: 25 Geo. 2, c. 36. 38 & 39 Vict. c. 21.

(13) Nothing in this Act shall be deemed to interfere with any other enactment respecting the prosecution of persons keeping disorderly houses:

(14) The powers by this Act conferred upon the County Council shall be in addition to and not in derogation of any of the powers of licensing now vested in the County Council.

PREVENTION OF CRUELTY TO CHILDREN ACT, 1894.

(57 & 58 VICT. c. 41.)

Restrictions on Employment of Children.

Restrictions on employment of children.

2. If any person—

(*a*) causes or procures any child, being a boy under the age of fourteen years, or being a girl under the age of sixteen years, or, having the custody, charge, or care of any such child, allows that child, to be in any street, premises, or place for the purpose of begging or receiving alms, or of inducing the giving of alms, whether under the pretence of singing, playing, performing, offering anything for sale, or otherwise; or

(*b*) causes or procures any child, being a boy under the age of fourteen years, or being a girl under the age of sixteen years, or, having the custody, charge, or care of any such child, allows that child, to be in any street, or in any premises licensed for the sale of any intoxicating liquor, other than premises licensed according to law for public entertainments, for the purpose of singing, playing, or performing for profit, or offering anything for sale, between nine P.M. and six A.M.; or

(*c*) causes or procures any child under the age of eleven years, or, having the custody, charge, or care of any such child, allows that child, to be at any time in any street, or in any premises licensed for the sale of any intoxicating liquor, or in premises licensed according to law for public entertainments, or in any circus or other place of public amusement to which the public are admitted by payment, for the purpose of singing, playing, or performing for profit, or offering anything for sale; or

(*d*) causes or procures any child under the age of sixteen years, or, having the custody, charge, or care of any such child, allows that child, to be in any place for the purpose of being trained as an acrobat, contortionist, or circus performer, or of being trained for any exhibition or performance which in its nature is dangerous,

that person shall, on summary conviction, be liable, at the discretion of the court, to a fine not exceeding twenty-five pounds, or alternatively, or in default of payment of such fine, or in addition thereto, to imprisonment, with or without hard labour, for any term not exceeding three months.

Provided that—

(i) This section shall not apply in the case of any occasional sale or entertainment, the net proceeds of which are wholly applied for the benefit of any school or to any charitable object, if such sale or entertainment is held elsewhere than in premises which are licensed for the sale of any intoxicating liquor but not licensed according to law for public entertainments, or if, in the case of a sale or entertainment held in any such premises as aforesaid, a special exemption from the provisions of this section has been granted in writing under the hands of two justices of the peace; and

(ii) Any local authority may, if they think it necessary or desirable so to do, from time to time by byelaw extend or restrict the hours mentioned in paragraph (*b*) of this section, either on every day or on any specified day or days of the week, and either as to the whole of their district or as to any specified area therein; and

(iii) Paragraphs (*c*) and (*d*) of this section shall not apply in any case in respect of which a licence granted under this Act is in force, so far as that licence extends; and

(iv) Paragraph (*d*) of this section shall not apply in the case of a person who is the parent or legal guardian of a child, and himself trains the child.

Licences for employment of children.

3.—(1) A petty sessional court, or in Scotland the School Board, may, notwithstanding anything in this Act, grant a licence for such time and during such hours of the day, and subject to such restrictions and conditions as the court or board think fit, for any child exceeding seven years of age,—

(*a*) to take part in any entertainment or series of entertainments to take place in premises licensed according to law for public entertainments, or in any circus or other place of public amusement as aforesaid; or

(*b*) to be trained as aforesaid; or

(*c*) for both purposes;

if satisfied of the fitness of the child for the purpose, and if it is shown to their satisfaction that proper provision has been made to secure the health and kind treatment of the children taking part in the entertainment or series of entertainments or being trained as aforesaid, and the court or board may, upon sufficient cause, vary, add to, or rescind any such licence.

Any such licence shall be sufficient protection to all persons acting under or in accordance with the same.

41 & 42 Vict. c. 16.

(2) A Secretary of State may assign to any inspector appointed under section sixty-seven of the Factory and Workshop Act, 1878, specially and in addition to any other usual duties, the duty of seeing whether the restrictions and conditions of any licence under this section are duly complied with, and any such inspector shall have the same power to enter, inspect, and examine any place of public entertainment at which the employment of a child is for the time being licensed under this section as an inspector has to enter, inspect, and examine a factory or workshop under section sixty-eight of the same Act.

(3) Where any person applies for a licence under this section he shall, at least seven days before making the application, give notice thereof to the chief officer of police for the district in which the licence is to take effect, and that officer may appear or instruct some person to appear before the authority hearing the application, and show cause why the licence should not be granted, and the authority to whom the application is made shall not grant the same unless they are satisfied that notice has been properly so given.

(4) Where a licence is granted under this section to any person, that person shall, not less than ten days after the granting of the licence, cause a copy thereof to be sent to the inspector of factories and workshops acting for the district in which the licence is to take effect, and if he fails to cause such copy to be sent, shall be liable on summary conviction to a fine not exceeding five pounds.

39 & 40 Vict. c. 79. 41 & 42 Vict. c. 78.

(5) Nothing in this or in the last preceding section shall affect the provisions of the Elementary Education Act, 1876, or the Education (Scotland) Act, 1878.

Arrest of Offender and Provision for Safety of Children.

Power to take offenders into custody.

4.—(1.) Any constable may take into custody, without warrant, any person—

(*a*) Who within view of such constable commits an offence under this Act, or any of the offences mentioned in the Schedule to this Act, where the name and residence of such person are unknown to such constable and cannot be ascertained by such constable; or

(*b*) who has committed or who he has reason to believe has committed any offence of cruelty within the meaning of this Act, or any of the offences mentioned in the Schedule to this Act, if he has reasonable ground for believing that such person will abscond, or if the name and address of such person are unknown to and cannot be ascertained by the constable.

(2.) Where a constable arrests any person without warrant in pursuance of this section, the inspector or constable in charge of the station to which such person is conveyed shall, unless in his belief the release of such person on bail would tend to defeat the ends of justice, or to cause injury or danger to the child against whom the offence is alleged to have been committed, release the person arrested on his entering into such a recognisance, with or without sureties, as may in his judgment be required to secure the attendance of such person upon the hearing of the charge.

Detention of child in place of safety.

5.—(1.) A constable may take to a place of safety any child in respect of whom an offence under paragraph (*d*) of section two of this Act has been committed, or in respect of whom an offence of cruelty within the meaning of this Act, or any of the offences mentioned in the Schedule to this Act has been, or there is reason to believe has been, committed.

(2.) A child so taken to a place of safety, and also any child under the age of sixteen years who seeks refuge in a place of safety, may there be detained until it can be brought before a court of summary jurisdiction, and that court may make such order as is mentioned in the next following sub-section, or may cause the child to be dealt with as circumstances may admit and require until the charge made against any person in respect of any offence as aforesaid with regard to the child has been determined by the committal for trial, or conviction, or discharge of such person.

(3.) Where it appears to a court of summary jurisdiction or any justice that an offence of cruelty within the meaning of this Act or any of the offences mentioned in the Schedule to this Act has been committed in the case of any child that is brought before such court or justice, and that the health or safety of the child will be endangered unless an order is made under this sub-section, the court or justice may, without prejudice to any other power under this Act, make such order as circumstances require for the care and detention of the child until a reasonable time has elapsed for a charge to be made against some person for having committed the offence, and, if a charge is made against any person within that time, until the charge has been determined by the committal for trial or conviction or discharge of that person, and any such order may be carried out notwithstanding that any person claims the custody of the child.

(4.) Boards of guardians, and, in Scotland, parochial boards, shall provide for the reception of children brought to a workhouse in pursuance of this Act, and where the place of safety to which a constable takes a child is a workhouse, the master shall receive the child into the workhouse if there is suitable accommodation therein for the same, and shall detain the child until the case is determined, and any expenses incurred in respect of the child shall be deemed to be expenses incurred in the relief of the poor.

Disposal of child by order of court.

6.—(1.) Where a person having the custody, charge, or care of a child under the age of sixteen years has been—

(*a*) convicted of committing in respect of such child an offence of cruelty within the meaning of this Act, or any of the offences mentioned in the Schedule to this Act; or

(*b*) committed for trial for any such offence; or

(*c*) bound over to keep the peace towards such child,

by any court, that court either at the time when the person is so convicted, committed for trial, or bound over, and without requiring any new proceedings to be instituted for the purpose, or at any other time, and also any petty sessional court before which any person may bring the case, may, if satisfied on inquiry that it is expedient so to deal with the child, order that the child be taken out of the custody of the person so convicted, committed for trial, or bound over, and be committed to the custody of a relation of the child, or some other fit person named by the court (such relation or other person being willing to undertake such custody), until it attains the age of sixteen years, or for any shorter period, and may of its own motion or on the application of any person from time to time by order renew, vary, and revoke any such order; but no order shall be made under this section unless a parent of the child has been convicted of or committed for trial for the offence, or is under committal for trial for having been or has been proved to have been party or privy to the offence, or has been bound over to keep the peace towards such child.

(2.) Every order under this section shall be in writing, and any such order may be made by the court in the absence of the child; and the consent of any person to undertake the custody of a child in pursuance of any such order shall be proved in such manner as the court may think sufficient to bind him.

(3.) Where an order is made under this section in respect of a person who has been committed for trial, then if that person is acquitted of the charge, or if the charge is dismissed for want of prosecution, the order shall forthwith be void except with regard to anything that may have been lawfully done under it.

(4.) A Secretary of State in England, and in Scotland the Secretary for Scotland, and in Ireland the Lord Lieutenant of Ireland, may at any time in his discretion discharge a child from the custody of any person to whose custody it is committed in pursuance of this section, either absolutely or on such conditions as such Secretary of State, Secretary, or Lord Lieutenant, approves, and may, if he thinks fit, make rules in relation to children so committed to the custody of any person, and to the duties of such persons with respect to such children.

(5.) A Secretary of State, in any case where it appears to him to be for the benefit of a child who has been committed to the custody of any person in pursuance of this section, may empower such person to

procure the emigration of the child, but, except with such authority, no person to whose custody a child is so committed shall procure its emigration.

Maintenance of child when committed to custody of any person under order of court.

7.—(1.) Any person to whose custody a child is committed under this Act shall, whilst the order is in force, have the like control over the child as if he were its parent, and shall be responsible for its maintenance, and the child shall continue in the custody of such person, notwithstanding that it is claimed by its parent.

(2.) Any court having power so to commit a child shall have power to make the like orders on the parent of the child to contribute to its maintenance during such period as aforesaid as if the child were detained under the Industrial Schools Acts, but the limit on the amount of the weekly sum which the parent of a child may be required, under this section, to contribute to its maintenance shall be one pound a week instead of the limit fixed by the Industrial Schools Acts.

(3.) Any such order may be made on the complaint or application of the person to whose custody the child is for the time being committed, and either at the time when the order for the child's committal to custody is made, or subsequently, and the sums contributed by the parent shall be paid to such person as the court may name, and be applied for the maintenance of the child.

(4.) If a person fails to pay any sum payable by him in pursuance of any such order, he may be dealt with in like manner as if the sum were due from him in pursuance of an order under the Bastardy Law Amendment Act, 1872, or in Scotland were a sum decerned for aliment, or in Ireland were a sum ordered to be paid by him under the Summary Jurisdiction (Ireland) Acts. 35 & 36 Vict. c. 65.

(5.) Where an order under this Act to commit a child to the custody of some relation or other person is made in respect of a person who has been committed for trial for an offence, the court shall not have power to order the parent of the child to contribute to its maintenance prior to the trial of that person.

Religious persuasion of person to whom child is committed.

8.—(1.) In determining on the person to whose custody the child shall be committed under this Act, the court shall endeavour to ascertain the religious persuasion to which the child belongs, and shall, if possible, select a person of the same religious persuasion, or a person who gives such undertaking as seems to the court sufficient that the child shall be brought up in accordance with its own religious persuasion, and such religious persuasion shall be specified in the order.

(2.) In any case where the child has been placed pursuant to any such order with a person who is not of the same religious persuasion as that to which the child belongs or who has not given such undertaking as aforesaid the court shall, on the application of any person in

that behalf, and on its appearing that a fit person who is of the same religious persuasion or who will give such undertaking as aforesaid, is willing to undertake the custody, make an order to secure his being placed with a person who either is of the same religious persuasion or gives such undertaking as aforesaid.

(3.) Where a child has been placed with a person who gives such undertaking as aforesaid, and the undertaking is not observed, the child shall be deemed to have been placed with a person not of the same religious persuasion as that to which the child belongs as if no such undertaking had been given.

Inter-change of powers under Industrial Schools Acts and this Act.

9.—(1.) Where any child under the age of sixteen years is brought before a petty sessional court under circumstances authorising the court to deal with the child under the Industrial Schools Acts, the court, if it thinks fit, in lieu of ordering that the child be sent to an industrial school, may make an order under this Act for the committal of the child to the custody of a relation or person named by the court.

(2.) Where a court orders a child to be sent to an industrial school, the order may, at the discretion of the court, be made to take effect either immediately or at any later time specified therein, regard being had to the age or health of the child; and if the order is not made to take effect immediately, or if at the time specified for the order to take effect the child is deemed unfit to be sent to an industrial school, the court may commit the child to the custody of a relation or person named by the court, as provided by this Act, until the time so specified or the time when the order actually takes effect.

Warrant to search *for and remove* a child.

10.—(1.) If it appears to any stipendiary magistrate or to any two justices of the peace, on information made before him or them on oath by any person who, in the opinion of the magistrate or justices, is *bonâ fide* acting in the interests of a child under the age of sixteen years, that there is reasonable cause to suspect that such a child has been or is being assaulted, ill-treated, or neglected in any place within the jurisdiction of such magistrate or justices in a manner likely to cause the child unnecessary suffering or to be injurious to its health, or that any offence mentioned in the Schedule to this Act has been or is being committed in respect of such a child, such magistrate or justices may issue a warrant authorising any person named therein to search for such child, and if it is found to have been or to be assaulted, ill-treated, or neglected in manner aforesaid, or that any such offence as aforesaid has been or is being committed in respect of the child, to take it to and detain it in a place of safety, until it can be brought before a court of summary jurisdiction, or authorising any person to remove the child with or without search to a place of safety and detain it there until it can be brought before a court of summary jurisdiction; and the court before whom the child is brought may cause it to be dealt with in the manner provided by section five of this Act:

Provided that—

(*a*) the powers herein-before conferred on any two justices may be exercised by any one justice, if upon the information it appears to him to be a case of urgency; and

(*b*) in the case of Scotland the jurisdiction hereby conferred on a magistrate or two justices shall be exercised only by a sheriff or sheriff substitute.

(2.) Any person issuing a warrant under this section may by the same warrant cause any person accused of any offence in respect of the child to be apprehended and brought before a justice, and proceedings to be taken for punishing such person according to law.

(3.) Any person authorised by warrant under this section to search for any child, or to remove any child with or without search, may enter (if need be by force) any house, building, or other place specified in the warrant, and may remove the child therefrom.

(4.) Every warrant issued under this section shall be addressed to and executed by some superintendent, inspector, or other superior officer of police, who shall be accompanied by the person making the information, if such person so desire, unless the persons by whom the warrant is issued otherwise direct, and may also, if the persons by whom the warrant is issued so direct, be accompanied by a registered medical practitioner.

(5.) It shall not be necessary in any information or warrant under this section to name the child.

Evidence and Procedure.

Evidence of accused person.

13. In any proceeding against any person for an offence under this Act or for any of the offences mentioned in the Schedule to this Act, such person shall be competent but not compellable to give evidence, and the wife or husband of such person may be required to attend to give evidence as an ordinary witness in the case, and shall be competent but not compellable to give evidence.

Extension of power to take deposition of child.

14.—(1.) Where a justice is satisfied by the evidence of a registered medical practitioner that the attendance before a court of any child, in respect of whom an offence of cruelty within the meaning of this Act or any of the offences mentioned in the Schedule to this Act is alleged to have been committed, would involve serious danger to its life or health, the justice may take in writing the deposition of such child on oath, and shall thereupon subscribe the same and add thereto a statement of his reason for taking the same, and of the day when and place where the same was taken, and of the names of the persons (if any) present at the taking thereof.

(2.) The justice taking any such deposition shall transmit the same with his statement—

(*a*) if the deposition relates to an offence for which any accused person is already committed for trial, to the proper officer of the court for trial at which the accused person has been committed; and

(*b*) in any other case to the clerk of the peace of the county or borough in which the deposition has been taken;

and the clerk of the peace to whom any such deposition is transmitted shall preserve, file, and record the same.

Admission of deposition of child in evidence.

14. Where on the trial of any person on indictment for any offence of cruelty within the meaning of this Act or any of the offences mentioned in the Schedule to this Act, the court is satisfied by the evidence of a registered medical practitioner that the attendance before the court of any child in respect of whom the offence is alleged to have been committed would involve serious danger to its life or health, any deposition of the child taken under the Indictable Offences Act, 1848, or the Indictable Offences (Ireland) Act, 1849, or the Petty Sessions (Ireland) Act, 1851, or this Act, shall be admissible in evidence either for or against the accused person without further proof thereof—

11 & 12 Vict. c. 42. 12 & 13 Vict. c. 69. 14 & 15 Vict. c. 93.

(*a*) if it purports to be signed by the justice by or before whom it purports to be taken; and

(*b*) if it is proved that reasonable notice of the intention to take the deposition has been served upon the person against whom it is proposed to use the same as evidence, and that that person or his counsel or solicitor had, or might have had if he had chosen to be present, an opportunity of cross-examining the child making the deposition.

Evidence of child of tender years.

15.—(1.) Where, in any proceeding against any person for an offence under this Act or for any of the offences mentioned in the Schedule to this Act, the child in respect of whom the offence is charged to have been committed, or any other child of tender years who is tendered as a witness, does not in the opinion of the court understand the nature of an oath, the evidence of such child may be received, though not given upon oath, if, in the opinion of the court, such child is possessed of sufficient intelligence to justify the reception of the evidence, and understands the duty of speaking the truth: and the evidence of such child, though not given on oath but otherwise taken and reduced into writing, in accordance with the provisions of section seventeen of the Indictable Offences Act, 1848, or of section fourteen of the Petty Sessions (Ireland) Act, 1851, or of section thirteen of this Act, shall be deemed to be a deposition within the meaning of those sections respectively:

11 & 12 Vict. c. 42. 14 & 15 Vict. c. 93.

Provided that—

(*a*) A person shall not be liable to be convicted of the offence unless the testimony admitted by virtue of this section and given

on behalf of the prosecution is corroborated by some other material evidence in support thereof implicating the accused; and

(*b*) Any child whose evidence is received as aforesaid and who shall wilfully give false evidence shall be liable to be indicted and tried for such offence, and on conviction thereof may be adjudged such punishment as is provided for by section eleven of the Summary Jurisdiction Act, 1879, in the case of juvenile offenders, or in Ireland by section four of the Summary Jurisdiction over Children (Ireland) Act, 1884, in the case of children. 42 & 43 Vict. c. 49. 47 & 48 Vict. c. 19.

(2.) This section shall not apply to Scotland.

Power to proceed with case in absence of child.

16. Where in any proceedings with relation to an offence of cruelty within the meaning of this Act, or any of the offences mentioned in the Schedule to this Act, the court is satisfied by the evidence of a registered medical practitioner that the attendance before the court of any child in respect of whom the offence is alleged to have been committed would involve serious danger to its life or health, and is further satisfied that the evidence of the child is not essential to the just hearing of the case, the case may be proceeded with and determined in the absence of the child.

Presumption of age of child.

17. Where a person is charged with an offence under this Act, or any of the offences mentioned in the Schedule to this Act, in respect of a child who is alleged in the charge or indictment to be under any specified age, and the child appears to the court to be under that age, such child shall for the purposes of this Act be deemed to be under that age, unless the contrary is proved.

Mode of charging offences and limitation of time.

18.—(1.) Where a person is charged with committing an offence under this Act or any of the offences mentioned in the Schedule to this Act in respect of two or more children, the same information or summons may charge the offence in respect of all or any of them, but the person charged shall not be liable to a separate penalty for each child unless upon separate informations.

(2.) The same information or summons may also charge the offences of assault, ill-treatment, neglect, abandonment, or exposure, together or separately, but when those offences are charged together the person charged shall not be liable to a separate penalty for each.

(3.) A person shall not be summarily convicted of an offence under this Act or of an offence mentioned in the Schedule to this Act unless the offence was wholly or partly committed within six months before the information was laid; but, subject as aforesaid, evidence may be taken of acts constituting, or contributing to constitute, the offence, and committed at any previous time.

(4.) Where an offence under this Act or any offence mentioned in the Schedule to this Act charged against any person is a continuous

offence, it shall not be necessary to specify in the information, summons, or indictment, the date of the acts constituting the offence.

Appeal from summary conviction to quarter sessions.

19. When, in pursuance of this Act, any person is convicted by a court of summary jurisdiction of an offence, and such person did not plead guilty or admit the truth of the information, or when in the case of any application under sections six, seven, or eight of this Act, other than an application to a judge or court of assize, any party thereto thinks himself aggrieved by any order or decision of the court, he may appeal against such a conviction, or order, or decision, in England and Ireland to a court of quarter sessions, and in Scotland to the High Court of Justiciary, in manner provided by the Summary Prosecutions Appeal (Scotland) Act, 1875, or any Act amending the same.

38 & 39 Vict. c. 62.

Expenses of prosecution.

20.—(1.) Where a misdemeanour under this Act is tried on indictment, the expenses of the prosecution shall be defrayed in like manner as in the case of a felony.

(2.) This section shall not apply to Scotland.

Guardians may pay costs of proceedings.

21. A board of guardians, or in Scotland the parochial board of any parish or combination, may, out of the funds under their control, pay the reasonable costs and expenses of any proceedings which they have directed to be taken under this Act in regard to the assault, ill-treatment, neglect, abandonment, or exposure of any child, and, in the case of a union, shall charge such costs and expenses to the common fund.

Provision as to parents and as to meaning of "custody, charge, or care."

23.—(1) The provisions of this Act relating to the parent of a child shall apply to the step-parent of the child and to any person cohabiting with the parent of the child, and the expression "parent" when used in relation to a child includes guardian and every person who is by law liable to maintain the child.

(2) This Act shall apply in the case of a parent who being without means to maintain a child fails to provide for its maintenance under the Acts relating to the relief of the poor, in like manner as if the parent had otherwise neglected the child.

(3) For the purposes of this Act—

Any person who is the parent of a child shall be presumed to have the custody of the child; and

Any person to whose charge a child is committed by its parent shall be presumed to have charge of the child; and

Any other person having actual possession or control of a child shall be presumed to have the care of the child.

Right of parent, &c. to administer punishment.

24. Nothing in this Act shall be construed to take away or affect the right of any parent, teacher, or other person having the lawful control or charge of a child to administer punishment to such child.

General definitions.

25. In this Act unless the context otherwise requires—

The expression "local authority" means, as regards any borough

in England, the council of the borough; as regards the city of London, the common council; as regards the county of London, the county council; and as regards any other place in England, the district council, and until a district council is established the urban or rural sanitary authority:

The expression "chief officer of police" means—

in the city of London and the liberties thereof, the commissioner of city police;

in the metropolitan police district, the commissioner of police of the metropolis;

elsewhere in England, the chief constable, or head constable or other officer, by whatever name called, having the chief local command of the police in the police district in reference to which such expression occurs:

The expression "street" includes any highway or other public place, whether a thoroughfare or not:

The expression "place of safety" includes any place certified by the local authority under this Act for the purposes of this Act, and also includes any workhouse or police station, or any hospital surgery, or place of the like kind:

The expression "Industrial Schools Acts" means as regards England *and Scotland the Industrial Schools Act, 1866, and the Acts* amending the same. 29 & 30 Vict. c. 118.

Application of Act to Scotland.

26. In the application of this Act to Scotland, unless the context otherwise requires—

The Secretary for Scotland shall be substituted for a Secretary of State:

The expression "local authority" means as regards any burgh in Scotland, being either a royal burgh or a burgh returning or contributing to return a member to Parliament, the town council; as regards any police burgh in Scotland, the Commissioners of Police thereof, and as regards any county in Scotland exclusive of any such burgh, the county council:

The expression "chief officer of police" means the chief constable, or head constable, superintendent or inspector, or other officer, by whatever name called, having the chief local command of the police in the police district in reference to which such expression occurs:

The expression "court of summary jurisdiction," the expression "petty sessional court" and the expression "justice of the peace" mean the sheriff or sheriff substitute:

The *expression "misdemeanor" means crime and offence*:

The expression "manslaughter" means culpable homicide:

The expression "defendant" includes panel, respondent, or person charged:

The expression "enter into a recognisance with or without sureties" means grant a bond of caution:

The expression "workhouse" means poor house.

Applica. of Act to Ireland.

27. In the application of this Act to Ireland, unless the context otherwise requires—

The Chief Secretary shall be substituted for a Secretary of State:

The expression "local authority" means the sanitary authority within the meaning of the Public Health (Ireland) Act, 1878:

41 & 42 Vict. c. 52.

The expression "chief officer of police" means in the police district of Dublin metropolis the chief commissioner of the police for the said district; and in any other police district the county inspector of the Royal Irish Constabulary:

The expression "committed for trial" means committed to prison or admitted to bail in manner provided in the Summary Jurisdiction (Ireland) Acts:

The expression "petty sessional court" means a court of summary jurisdiction:

31 & 32 Vict. c. 25.

The expression "Industrial Schools Acts" means the Industrial Schools Act (Ireland), 1868, and any Act amending the same.

Short title and repeal.

28.—(1) This Act may be cited as the Prevention of Cruelty to Children Act, 1894.

52 & 53 Vict. c 44. 57 & 58 Vict. c. 27.

(2) The Prevention of Cruelty to, and Protection of, Children Act, 1889, and the Prevention of Cruelty to Children (Amendment) Act, 1894, are hereby repealed.

(3) This Act shall come into operation on the twenty-first day of August one thousand eight hundred and ninety-four.

SCHEDULE.

24 & 25 Vict. c. 100.

Any offence under sections twenty-seven, fifty-five, or fifty-six of the Offences against the Person Act, 1861, and any offence against a child under the age of sixteen years under sections forty-three or fifty-two of that Act.

42 & 43 Vict. c. 34.

Any offence under the Children's Dangerous Performances Act, 1879.

Any other offence involving bodily injury to a child under the age of sixteen years.

THE CHILDREN'S DANGEROUS PERFORMANCES ACT, 1879.

(42 & 43 Vic. c. 84.)

Short title

1. This Act may be cited as the Children's Dangerous Performances Act, 1879.

Commencement of Act.

2. This Act shall not come into operation until the first day of January one thousand eight hundred and eighty, which date is hereinafter referred to as the commencement of this Act.

Penalty for employment of any child in dangerous performances.

3. From and after the commencement of this Act, any person who shall cause any child under the age of fourteen years to take part in any public exhibition or performance whereby, in the opinion of a court of summary jurisdiction, the life or limbs of such child shall be endangered, and the parent or guardian, or any person having the custody, of such child, who shall aid or abet the same, shall severally be guilty of an offence against this Act, and shall on summary conviction be liable for each offence to a penalty not exceeding ten pounds.

Compensation for accident to any child.

And where in the course of a public exhibition or performance, which in its nature is dangerous to the life or limb of a child under such age as aforesaid taking part therein, any accident causing actual bodily harm occurs to any such child, the employer of such child shall be liable to be indicted as having committed an assault; and the court before whom such employer is convicted on indictment shall have the power of awarding compensation not exceeding twenty pounds, to be paid by such employer to the child, or to some person named by the court on behalf of the child, for the bodily harm so occasioned; provided that no person shall be punished twice for the same offence.

Evidence of age.

4. Whenever any person is charged with an offence against this Act in respect of a child who in the opinion of the court trying the case is apparently of the age alleged by the informant, it shall lie on the person charged to prove that the child is not of that age.

Recovery of penalties.

5. Every offence against this Act in respect of which the person committing it is liable as above mentioned to a penalty not exceeding ten pounds shall be prosecuted and the penalty recovered with costs in a summary manner, as follows:

In England, in accordance with the provisions of the Act eleventh and twelfth Victoria, chapter forty-three, intituled "An Act to "facilitate the performance of the duties of justices of the peace "out of sessions within England and Wales with respect to "summary convictions and orders," and of any Act or Acts amending the same; and the court of summary jurisdiction when hearing and determining an information in respect of any offence under this Act shall be constituted either of two or more justices of the peace in petty sessions, sitting at a place appointed for the holding of petty sessions, or some magistrate or officer sitting alone or with others at some court or other place appointed for the administration of justice for the time being empowered by law to do alone any act authorised to be done by more than one justice of the peace;

27 & 28 Vic. c. 53. In Scotland, in accordance with the provisions of the Summary Procedure Act, 1864, and of any Act or Acts amending the same; and

In Ireland, within the police district of Dublin metropolis in accordance with the provisions of the Acts regulating the powers and duties of justices of the peace for such district, or of the police of such district, and elsewhere in Ireland in accordance with the provisions of the Petty Sessions (Ireland) Act, 1851, and any Act amending or affecting the same.

14 & 15 Vic. c. 93.

THE DANGEROUS PERFORMANCES ACT, 1897.

(60 & 61 Vic. c. 52.)

Extension to young persons of 42 & 43 Vic. c. 34.

1. The Children's Dangerous Performances Act, 1870, shall apply in the case of any male young person under the age of sixteen years, and any female young person under the age of eighteen years, in like manner as it applies in the case of a child under the age of fourteen years.

Restriction on prosecutions.

2. (1) Except where an accident causing actual bodily harm occurs to any child or young person, no prosecution or other proceeding shall be instituted for an offence against the Children's Dangerous Performances Act, 1879, as amended by this Act, without the consent in writing of the chief officer of police of the police area in which the offence is committed.

(2) For the purposes of this section the expression "chief officer of police,"—

(*a*) with respect to any place in England other than the City of London, has the meaning assigned to it by the Police Act, 1890; 53 & 54 Vic. c. 45

(*b*) with respect to the City of London, means the Commissioners of City Police;

(*c*) with respect to Scotland, has the meaning assigned to it by the Police (Scotland) Act, 1890; 53 & 54 Vic. c. 67

(*d*) with respect to Ireland, means in the police district of Dublin metropolis either of the Commissioners of Police for that district, and elsewhere the district inspector of the Royal Irish Constabulary.

THE DRAMATIC COPYRIGHT ACT, 1833.

(3 Wm. IV. c. 15.)

The Author of any Dramatic Piece shall have as his Property the sole Liberty of representing it or causing it to be represented at any Place of Dramatic Entertainment.

Be it therefore enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lord's Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act the Author of any Tragedy, Comedy, Play, Opera, Farce, or any other Dramatic Piece or Entertainment, composed, and not printed and published by the Author thereof or his Assignee, or which hereafter shall be composed, and not printed or published by the Author thereof or his Assignee, or the Assignee of such Author, shall have as his own Property the sole Liberty of representing, or causing to be represented, at any Place or Places of Dramatic Entertainment whatsoever, in any Part of the United Kingdom of *Great Britain* and *Ireland*, in the Isles of *Man*, *Jersey*, and *Guernsey*, or in any Part of the *British* Dominions, any such Production as aforesaid, not printed and published by the Author thereof or his Assignee, and shall be deemed and taken to be the Proprietor thereof; and that the Author of any such Production, printed and published within Ten Years before the passing of this Act by the Author thereof or his Assignee, or which shall hereafter be so printed and published, or the Assignee of such Author, shall, from the Time of passing this Act, or from the Time of such Publication respectively, until the End of Twenty-eight Years from the Day of such first Publication of the same, and also, if the Author or Authors, or the Survivor of the Authors, shall be living at the End of that Period, during the Residue of his natural Life, have as his own Property the sole Liberty of representing, or causing to be represented, the same at any such Place of Dramatic Entertainment as aforesaid, and shall be deemed and taken to be the Proprietor thereof: Provided nevertheless, that nothing in this Act contained shall prejudice, alter, or affect the Right of Authority of any Person to represent or cause to be represented, at any Place or Places of Dramatic Entertainment whatsoever, any such Production as aforesaid, in all Cases in which the Author thereof or his Assignee shall, previously to the passing of this Act, have given his Consent to or authorized such Representation, but that such sole Liberty of the Author or his Assignee shall be subject to such Right or Authority.

Proviso as to Cases where previous to the passing of this Act, a Consent has been given.

Penalty on Persons performing Pieces contrary to this Act.

II. And be it further enacted, That if any Person shall, during the Continuance of such sole Liberty as aforesaid, contrary to the Intent of this Act, or Right of the Author or his Assignee, represent, or cause to be represented, without the Consent in Writing of the Author or other Proprietor first had and obtained, at any Place of Dramatic Entertainment within the Limits aforesaid, any such Production as aforesaid, or any Part thereof, every such Offender shall be liable for each and every such Representation to the Payment of an Amount not less than Forty Shillings, or to the full Amount of the Benefit or Advantage arising from such Representation, or the Injury or Loss sustained by the Plaintiff therefrom, whichever shall be the greater Damages, to the Author or other Proprietor of such Production so represented contrary to the true Intent and Meaning of this Act, to be recovered, together with Double Costs of Suit, by such Author or other Proprietors, in any Court having Jurisdiction in such Cases in that Part of the said United Kingdom or of the *British* Dominions in which the Offence shall be committed; and in every such Proceeding where the sole Liberty of such Author or his Assignee as aforesaid shall be subject to such Right or Authority as aforesaid, it shall be sufficient for the Plaintiff to state that he has such sole Liberty, without stating the same to be subject to such Right or Authority, or otherwise mentioning the same.

III. Actions to be commenced within Twelve Calendar Months after Offence committed.

THE COPYRIGHT ACT, 1842.

(5 & 6 Vic. c. 45.)

Interpretation of Act.

II. And be it enacted, That in the Construction of this Act the Word "Book" shall be construed to mean and include every Volume, Part or Division of a Volume, Pamphlet, Sheet of Letter-press, Sheet of Music, Map, Chart, or Plan separately published; that the Words "Dramatic Piece" shall be construed to mean and include every Tragedy, Comedy, Play, Opera, Farce, or other scenic, musical, or Dramatic Entertainment; that the Word "Copyright" shall be construed to mean the sole and exclusive Liberty of printing or otherwise multiplying Copies of any Subject to which the said Word is herein applied; that the Words "personal Representative" shall be construed to mean and include every Executor, Administrator, and next of Kin entitled to Administration; that the Word "Assigns" shall be construed to mean and include every Person in whom the Interest of an Author in Copyright shall be vested, whether derived from such Author before or after the Publication of any Book, and whether acquired by Sale, Gift, Bequest, or by Operation of Law, or otherwise; that the Words "*British* Dominions" shall be construed to mean and include all Parts of the United Kingdom of *Great Britain* and *Ireland*, the Islands of *Jersey* and *Guernsey*, all Parts of the *East* and *West Indies*, and all the Colonies, Settlements, and Possessions of the Crown which now are or hereafter may be acquired; and that whenever in this Act, in describing any Person, Matter, or Thing, the Word importing the Singular Number or the Masculine Gender only is used, the same shall be understood to include and to be applied to several Persons as well as one Person, and Females as well as Males, and several Matters or Things as well as one Matter or Thing, respectively, unless there shall be something in the Subject or Context repugnant to such Construction.

Endurance of Term of Copyright in any Book hereafter to be published in the Lifetime of the Author;

III. And be it enacted, That the Copyright in every Book which shall after the passing of this Act be published in the Lifetime of its Author shall endure for the Natural Life of such Author, and for the further Term of Seven Years, commencing at the Time of his Death, and shall be the Property of such Author and his Assigns: Provided always, that if the said Term of Seven Years shall expire before the End of Forty-two Years from the first Publication of such

Book, the Copyright shall in that Case endure for such Period of Forty-two Years; and that the Copyright in every Book which shall be published *after* the Death of its Author shall endure for the Term of Forty-two Years from the first Publication thereof, and shall be the Property of the Proprietor of the Author's Manuscript from which such Book shall be first published, and his Assigns.

if published after the Author's Death.

IV. And whereas it is just to extend the Benefits of this Act to Authors of Books published before the passing thereof, and in which Copyright still subsists; be it enacted, That the Copyright which at the Time of passing this Act shall subsist in any Book theretofore published (except as hereinafter mentioned) shall be extended and endure for the full Term provided by this Act in Cases of Books thereafter published, and shall be the Property of the Person who at the Time of passing of this Act shall be the Proprietor of such Copyright: Provided always, that in all Cases in which such Copyright shall belong in whole or in part to a Publisher or other Person who shall have acquired it for other Consideration than that of natural Love and Affection, such Copyright shall not be extended by this Act, but shall endure for the Term which shall subsist therein at the Time of passing of this Act, and no longer, unless the Author of such Book, if he shall be living, or the personal Representative of such Author, if he shall be dead, and the Proprietor of such Copyright, shall, before the Expiration of such Term, consent and agree to accept the Benefits of this Act in respect of such Book, and shall cause a Minute of such Consent in the Form in that Behalf given in the Schedule to this Act annexed to be entered in the Book of Registry hereinafter directed to be kept, in which Case such Copyright shall endure for the full Term by this Act, provided in Cases of Books to be published after the passing of this Act, and shall be the Property of such Person or Persons as in such Minute shall be expressed.

In Cases of subsisting Copyright, the Term to be extended, except when it shall belong to an Assignee for other Consideration than natural Love and Affection; in which Case it shall cease at the Expiration of the present Term, unless its Extension be agreed to between the Proprietor and the Author.

V. And whereas it is expedient to provide against the Suppression of Books of Importance to the Public; be it enacted, That it shall be lawful for the Judicial Committee of Her Majesty's Privy Council, on Complaint made to them that the Proprietor of the Copyright in any Book after the Death of its Author has refused to republish or to allow the Republication of the same, and that by reason of such Refusal such Book may be withheld from the Public, to grant a License to such Complainant to publish such Book, in such Manner and subject to such Conditions as they may think fit, and that it shall be lawful for such Complainant to publish such Book according to such Licence.

Judicial Committee of the Privy Council may license the Republication of Books which the Proprietor refuses to republish after Death of the Author

VI. And be it enacted, That a printed Copy of the whole of every Book which shall be published after the passing of this Act, together with all Maps, Prints, or other Engravings belonging thereto, finished

Copies of

Books published after the passing of this Act, and of all subsequent Editions, to be delivered within certain Times at the British Museum.

and coloured in the same Manner as the best Copies of the same shall be published, and also of any second or subsequent Edition which shall be so published with any Additions or Alterations, whether the same shall be in Letter Press, or in the Maps, Prints, or other Engravings belonging thereto, and whether the first Edition to such Book shall have been published before or after the passing of this Act, and also of any second or subsequent Edition of every Book of which the first or some preceding Edition shall not have been delivered for the Use of the *British Museum*, bound, sewed, or stitched together, and upon the best Paper on which the same shall be printed, shall, within One Calendar Month after the Day on which any such Book shall first be sold, published, or offered for Sale within the Bills of Mortality, or within Three Calendar Months if the same shall first be sold, published, or offered for Sale, in any other Part of the United Kingdom, or within Twelve Calendar Months after the same shall first be sold, published, or offered for Sale in any other Part of the *British* Dominions, be delivered, on Behalf of the Publisher thereof, at the *British Museum*.

Mode of delivering at the British Museum.

VII. And be it enacted, That every Copy of any Book which under the Provisions of this Act ought to be delivered as aforesaid shall be delivered at the *British Museum* between the Hours of Ten in the Forenoon and Four in the Afternoon on any Day except *Sunday*, *Ash Wednesday*, *Good Friday*, and *Christmas Day*, to one of the Officers of the said Museum, or to some Person authorized by the Trustees of the said Museum to receive the same, and such Officer or other Person receiving such Copy is hereby required to give a Receipt in Writing for the same, and such Delivery shall to all Intents and Purposes be deemed to be good and sufficient Delivery under the Provisions of this Act.

A Copy of every Book to be delivered within a Month after Demand to the Officer of the Stationers' Company, for the following Libraries; the Bodleian at Oxford, the Public Library at Cam-

VIII. And be it enacted, That a Copy of the whole of every Book, and of any second or subsequent Edition of every Book containing Additions and Alterations, together with all Maps and Prints belonging thereto, which after the passing of this Act shall be published, shall, on Demand thereof in Writing, left at the Place of Abode of the Publisher thereof at any Time within Twelve Months next after the Publication thereof, under the Hand of the Officer of the Company of Stationers who shall from Time to Time be appointed by the said Company for the Purposes of this Act, or under the Hand of any other Person thereto authorized by the Persons or Bodies Politic and Corporate, Proprietors and Managers of the Libraries following (*videlicet*), the *Bodleian* Library at *Oxford*, the Public Library at *Cambridge*, the Library of the Faculty of Advocates at *Edinburgh*, the Library of the College of the Holy and Undivided Trinity of Queen *Elizabeth* near *Dublin*, be delivered, upon the Paper on which the largest Number of Copies of such Book or Edition shall be printed for Sale, in the like Condition as the

Copies prepared for Sale, by the Publisher thereof respectively, within One Month after Demand made thereof in Writing as aforesaid, to the said Officer of the said Company of Stationers for the Time being, which Copies the said Officer shall and he is hereby required to receive at the Hall of the said Company, for the Use of the Library for which such Demand shall be made within such Twelve Months as aforesaid; and the said Officer is hereby required to give a receipt in Writing for the same, and within One Month after any such Book shall be so delivered to him as aforesaid to deliver the same for the Use of such Library.

bridge, the Faculty of Advocates at Edinburgh, and that of Trinity College, Dublin.

IX. Provided also, and be it enacted, That if any Publisher shall be desirous of delivering the Copy of such Book as shall be demanded on behalf of any of the said Libraries at such Library, it shall be lawful for him to deliver the same at such Library, free of Expense, to such Librarian or other Person authorized to receive the same (who is hereby required in such Case to receive and give a Receipt in Writing for the same), and such Delivery shall to all Intents and Purposes of this Act be held as equivalent to a Delivery to the said Officers of the Stationers' Company.

Publishers may deliver the Copies to the Libraries, instead of at the Stationers' Company.

X. And be it enacted, That if any Publisher of any such Book, or of any second or subsequent Edition of any such Book, shall neglect to deliver the same, pursuant to this Act, he shall for every such Default forfeit, besides the Value of such Copy of such Book or Edition which he ought to have delivered, a Sum not exceeding Five Pounds, to be recovered by the Librarian or other Officer (properly authorized) of the Library for the Use whereof such Copy should have been delivered, in a summary Way, on Conviction before Two Justices of the Peace for the County or Place where the Publisher making default shall reside, or by Action of Debt or other Proceeding of the like Nature, at the Suit of such Librarian or other Officer, in any Court of Record in the United Kingdom, in which Action, if the Plaintiff shall obtain a Verdict, he shall recover his Costs reasonably incurred, to be taxed as between Attorney and Client.

Penalty for Default in delivering Copies for the use of the Libraries.

XI. And be it enacted, That a Book of Registry, wherein may be registered, as hereinafter enacted, the Proprietorship in the Copyright of Books, and Assignments thereof, and in Dramatic and Musical Pieces, whether in Manuscript or otherwise, and Licences affecting such Copyright, shall be kept at the Hall of the Stationers' Company, by the Officer appointed by the said Company for the Purposes of this Act, and shall at all convenient Times be open to the Inspection of any Person, on Payment of One Shilling for every Entry which shall be searched for or inspected in the said Book; and that such Officer shall, whenever thereunto reasonably required, give a Copy of any Entry in such Book, certified under his Hand, and impressed with the Stamp of the said Company, to be provided by them for that

Book of Registry to be kept at Stationers Hall.

Purpose, and which they are hereby required to provide, to any Person requiring the same, on payment to him of the Sum of Five Shillings; and such Copies so certified and impressed shall be received in Evidence in all Courts, and in all summary Proceedings, and shall be *primâ facie* Proof of the Proprietorship or Assignment of Copyright or Licence as therein expressed, but subject to be rebutted by other Evidence, and in the Case of Dramatic or Musical Pieces shall be *primâ facie* Proof of the Right of Representation or Performance, subject to be rebutted as aforesaid.

Making false Entry in the Book of Registry, a Misdemeanor.

XII. And be it enacted, That if any Person shall wilfully make or cause to be made any false Entry in the Registry Book of the Stationers' Company, or shall wilfully produce or cause to be tendered in Evidence any Paper falsely purporting to be a Copy of any Entry in the said Book, he shall be guilty of an indictable Misdemeanor, and shall be punished accordingly.

Entries of Copyright may be made in the Book of Registry.

XIII. And be it enacted, That after the passing of this Act it shall be lawful for the Proprietor of Copyright in any Book heretofore published, or in any Book hereafter to be published, to make Entry in the Registry Book of the Stationers' Company of the Title of such Book, the Time of the first Publication thereof, the Name and Place of Abode of the Publisher thereof, and the Name and Place of Abode of the Proprietor of the Copyright of the said Book or of any Portion of such Copyright in the Form in that Behalf given in the Schedule to this Act annexed, upon Payment of the Sum of Five Shillings to the Officer of the said Company; and that it shall be lawful for every such Registered Proprietor to assign his Interest, or any Portion of his Interest therein, by making Entry in the said Book of Registry of such Assignment, and of the Name and Place of Abode of the Assignee thereof, in the Form given in that Behalf in the said Schedule, on Payment of the like Sum; and such Assignment so entered shall be effectual in Law to all Intents and Purposes whatsoever, without being subject to any Stamp or Duty, and shall be of the same Force and Effect as if such Assignment had been made by Deed.

Persons aggrieved by any Entry in the Book of Registry may apply to a Court of Law in Term, or Judge in Vacation, who may order such

XIV. And be it enacted, That if any Person shall deem himself aggrieved by any Entry made under colour of this Act in the said Book of Registry, it shall be lawful for such Person to apply by Motion to the Court of Queen's Bench, Court of Common Pleas, or Court of Exchequer, in Term Time or to apply by Summons to any Judge of either of such Courts in Vacation, for an Order that such Entry may be expunged or varied; and that upon any such Application by Motion or Summons to either of the said Courts, or to a Judge as aforesaid, such Court or Judge shall make such Order for expunging, varying, or confirming such Entry, either with or without Costs as to such Court or Judge shall seem just; and the Officer

appointed by the Stationers' Company for the Purposes of this Act, shall, on the Production to him of any such Order for expunging or varying any such Entry, expunge or vary the same according to the Requisitions of such Order.

Entry to be varied or expunged.

XV. And be it enacted, That if any Person shall, in any Part of the *British* Dominions, after the passing of this Act, print or cause to be printed, either for Sale or Exportation, any Book in which there shall be subsisting Copyright, without the Consent in Writing of the Proprietor thereof, or shall import for Sale or Hire any such Book so having been unlawfully printed from Parts beyond the Sea, or knowing such Book to have been so unlawfully printed or imported, shall sell, publish, or expose to Sale or Hire, or cause to be sold, published, or exposed to Sale or Hire, or shall have in his Possession, for Sale or Hire, any such Book so unlawfully printed or imported, without such Consent as aforesaid, such Offender shall be liable to a special Action on the Case at the Suit of the Proprietor of such Copyright, to be brought in any Court of Record in that Part of the *British* Dominions in which the Offence shall be committed: Provided always, that in *Scotland* such Offender shall be liable to an Action in the Court of Session in *Scotland* which shall and may be brought and prosecuted in the same Manner in which any other Action of Damages to the like Amount may be brought and prosecuted there.

Remedy for the Piracy of Books by Action on the Case.

XVI. And be it enacted, That after the passing of this Act in any Action brought within the *British* Dominions against any Person for printing any such Book for Sale, Hire, or Exportation, or for importing, selling, publishing, or exposing to Sale or Hire or causing to be imported, sold, published, or exposed to Sale or Hire, any such Book, the Defendant, on pleading thereto, shall give to the Plaintiff a Notice in Writing of any Objections on which he means to rely on the Trial of such Action; and if the Nature of his Defence be, that the Plaintiff in such Action was not the Author or first Publisher of the Book in which he shall by such Action claim Copyright, or is not the Proprietor of the Copyright therein, or that some other Person than the Plaintiff was the Author or first Publisher of such Book, or is the Proprietor of the Copyright therein, then the Defendant shall specify in such Notice the Name of the Person who he alleges to have been the Author or first Publisher of such Book, or the Proprietor of the Copyright therein, together with the Title of such Book, and the Time when and the Place where such Book was first published, otherwise the Defendant in such Action shall not at the Trial or Hearing of such Action be allowed to give any Evidence that the Plaintiff in such Action was not the Author or first Publisher of the Book in which he claims such Copyright as aforesaid, or that he was not the Proprietor of the Copyright therein; and at such Trial or Hearing no other Objection shall be allowed to be made on behalf of

In Actions for Piracy the Defendant to give Notice of the Objections to the Plaintiff's Title on which he means to rely.

such Defendant than the Objections stated in such Notice, or that any other Person was the Author or first Publisher of such Book, or the Proprietor of the Copyright therein, than the Person specified in such Notice, or give in Evidence in support of his Defence any other Book than one substantially corresponding in Title, Time, and Place of Publication with the Title, Time, and Place specified in such Notice.

No Person except the Proprietor, &c., shall import into the British Dominions for Sale or Hire any Book first composed, &c., within the United Kingdom, and reprinted elsewhere under Penalty of Forfeiture thereof, and also of 10*l.* and double the Value.

XVII. And be it enacted, That after the passing of this Act it shall not be lawful for any Person, not being the Proprietor of the Copyright, or some Person, authorized by him, to import into any Part of the United Kingdom, or into any other Part of the *British* Dominions, for Sale or Hire, any printed Book first composed or written or printed and published in any Part of the said United Kingdom, wherein there shall be Copyright, and reprinted in any Country or Place whatsoever out of the *British* Dominions; and if any Person, not being such Proprietor or Person authorized, as aforesaid, shall import or bring, or cause to be imported or brought, for Sale or Hire, any such printed Book, into any Part of the *British* Dominions, contrary to the true Intent and Meaning of this Act, or shall knowingly sell, publish, or expose to Sale or let to Hire, or have in his Possession for Sale or Hire, any such Book, then every such Book shall be forfeited, and shall be seized by any Officer of Customs or Excise, and the same shall be destroyed by such Officer; and every Person so offending, being duly convicted thereof before Two Justices of the Peace for the County or Place in which such Book shall be found, shall also for every such Offence forfeit the Sum of Ten Pounds, and Double the Value of every Copy of such Book which he shall so import or cause to be imported into any Part of the *British* Dominions, or shall knowingly sell, publish, or expose to Sale or let to Hire, or shall cause to be sold, published, or exposed to Sale or let to Hire, or shall have in his Possession for Sale or Hire, contrary to the true Intent and Meaning of this Act, Five Pounds to the Use of such Officer of Customs or Excise, and the Remainder of the Penalty to the Use of the Proprietor of the Copyright in such Book.

Books may be seized by Officers of Customs or Excise.

As to the Copyright in Encyclopædias, Periodicals, and Works published in a Series, Reviews, or Magazines.

XVIII. And be it enacted, That when any Publisher or other Person shall, before or at the Time of the passing of this Act, have projected, conducted, and carried on, or shall hereafter project, conduct, and carry on, or be the Proprietor of any Encyclopædia, Review, Magazine, Periodical Work, or Work published in a Series of Books or Parts, or any Book whatsoever, and shall have employed or shall employ any Persons to compose the same, or any Volumes, Parts, Essays, Articles, or Portions thereof, for Publication in or as Part of the same, and such Work, Volumes, Parts, Essays, Articles, or Portions shall have been or shall hereafter be composed under such Employment, on the Terms that the Copyright therein shall belong to such Proprietor, Projector, Publisher, or Conductor, and paid for

by, such Proprietor, Projector, Publisher, or Conductor, the Copyright in every such Encyclopædia, Review, Magazine, Periodical Work, and Work published in a Series of Books or Parts, and in every Volume, Part, Essay, Article, and Portion so composed and paid for, shall be the Property of such Proprietor, Projector, Publisher, or other Conductor, who shall enjoy the same Rights as if he were the actual Author thereof, and shall have such Term of Copyright therein as is given to the Authors of Books by this Act; except only that in the case of Essays, Articles, or Portions forming Part of and first published in Reviews, Magazines, or other Periodical Works of a like Nature, after the Term of Twenty-eight Years from the first Publication thereof respectively the Right of publishing the same in a separate Form shall revert to the Author for the Remainder of the Term given by this Act: Provided always, that during the Term of Twenty-eight Years the said Proprietor, Projector, Publisher, or Conductor shall not publish any such Essay, Article, or Portion separately or singly without the Consent previously obtained of the Author thereof, or his Assigns: Provided also, that nothing herein contained shall alter or affect the Right of any Person who shall have been or who shall be so employed as aforesaid to publish any such his Composition in a separate Form, who by any Contract, express or implied, may have reserved or may hereafter reserve to himself such Right; but every Author reserving, retaining, or having such Right shall be entitled to the Copyright in such Composition when published in a separate Form, according to this Act, without prejudice to the Right of such Proprietor, Projector, Publisher, or Conductor as aforesaid.

Proviso for Authors who have reserved the Right of publishing their Articles in a separate Form.

XIX. And be it enacted, That the Proprietor of the Copyright in any Encyclopædia, Review, Magazine, Periodical Work, or other Work published in a Series of Books or Parts, shall be entitled to all the Benefits of the Registration at Stationers' Hall under this Act, on entering in the said Book of Registry the Title of such Encyclopædia, Review, Periodical Work, or other Work published in a Series of Books or Parts, the Time of the first Publication of the First Volume, Number, or Part thereof, or of the first Number or Volume first published after the passing of this Act in any such Work which shall have been published heretofore, and the Name and Place of Abode of the Proprietor thereof, and of the Publisher thereof, when such Publisher shall not also be the Proprietor thereof.

Proprietors of Encyclopædias. Periodicals, and Works published in a Series may enter at once at Stationers' Hall, and thereon have the Benefit of the Registration of the whole

XX. And whereas an Act was passed in the Third Year of the Reign of His late Majesty, to amend the Law relating to Dramatic Literary Property, and it is expedient to extend the Term of the sole Liberty, of representing Dramatic Pieces given by that Act to the full Times by this Act provided for the Continuance of Copyright: And whereas it is expedient to extend to Musical Compositions the Benefits of that Act and also of this Act; be it therefore enacted, That the

The Provisions of 3 & 4 W. 4 c. 15, extended to Musical Composi-

tions, and the Term of Copyright, as provided by this Act, applied to the Liberty of representing Dramatic Pieces and Musical Compositions.

Provisions of the said Act of His late Majesty, and of this Act, shall apply to Musical Compositions, and that the sole Liberty of representing or performing, or causing or permitting to be represented or performed, any Dramatic Piece or Musical Composition, shall endure and be the Property of the Author thereof, and his Assigns, for the Term in this Act provided for the Duration of Copyright in Books; and the Provisions herein-before enacted in respect of the Property of such Copyright, and of registering the same, shall apply to the Liberty of *representing or performing any Dramatic Piece or Musical Com*position, as if the same were herein expressly re-enacted and applied thereto, save and except that the first public Representation or Performance of any Dramatic Piece or Musical Composition shall be deemed equivalent, in the Construction of this Act, to the first Publication of any Book: Provided always, that in case of any Dramatic Piece or Musical Composition in Manuscript, it shall be sufficient for the Person having the sole Liberty of representing or performing, or causing to be represented or performed the same, to register only the Title thereof, the Name and Place of Abode of the Author or Composer thereof, the Name and Place of Abode of the Proprietor thereof, and the Time and Place of its first Representation or Performance.

Proprietors of Right of Dramatic Representations shall have all the *Remedies* given by 3 & 4 W. 4, c. 15.

XXI. And be it enacted, That the Person who shall at any Time have the sole Liberty of representing such Dramatic Piece or Musical Composition shall have and enjoy the Remedies given and provided in the said Act of the Third and Fourth Years of the Reign of His late Majesty King *William* the Fourth, passed to amend the Laws relating to Dramatic Literary Property, during the whole of his Interest therein, as fully as if the same were re-enacted in this Act.

Assignment of Copyright of a Dramatic Piece not to convey the Right of Representation.

XXII. And be it enacted, That no Assignment of the Copyright of any Book consisting of or containing a Dramatic Piece or Musical Composition shall be holden to convey to the Assignee the Right of representing or performing such Dramatic Piece or Musical Composition, unless an Entry in the said Registry Book shall be made of such Assignment, wherein shall be expressed the Intention of the Parties that such Right should pass by such Assignment.

Books pirated shall become the Property of the Proprietor of the Copyright, and *may be* recovered by Action.

XXIII. And be it enacted, That all Copies of any Book wherein there shall be Copyright, and of which Entry shall have been made in the said Registry Book, and which shall have been unlawfully printed or imported without the Consent of the registered Proprietor of such Copyright, in Writing under his Hand first obtained, shall be deemed to be the Property of the Proprietor of such Copyright, and who shall be registered as such, and such registered Proprietor shall, after Demand thereof in Writing, be entitled to sue for and recover the same, or Damages for the Detention thereof, in an Action of Detinue, from any Party who shall detain the same, or to sue for and recover Damages for the Conversion thereof in an Action of Trover.

No Proprietor of Copyright commencing after this Act shall sue or proceed for any Infringement before making Entry in the Book of Registry. Proviso for Dramatic Pieces.

XXIV. And be it enacted, That no Proprietor of Copyright in any Book which shall be first published after the passing of this Act shall maintain any Action or Suit, at Law or in Equity, or any summary Proceeding, in respect of any Infringement of such Copyright, unless he shall, before commencing such Action, Suit, or Proceeding, have caused an Entry to be made, in the Book of Registry of the Stationers' Company, of such Book, pursuant to this Act: Provided always, that the Omission to make such Entry shall not affect the Copyright in any Book, but only the Right to sue or proceed in respect of the Infringement thereof as aforesaid: Provided also, that nothing herein contained shall prejudice the Remedies which the Proprietor of the sole Liberty of representing any Dramatic Piece shall have by virtue of the Act passed in the Third Year of the Reign of His late Majesty King *William* the Fourth, to amend the Laws relating to Dramatic Literary Property, or of this Act, although no Entry shall be made in the Book of Registry aforesaid.

Copyright shall be Personal Property.

XXV. And be it enacted, That all Copyright shall be deemed Personal Property, and shall be transmissible by Bequest, or, in case of Intestacy, shall be subject to the same Law of Distribution as other Personal Property, and in *Scotland* shall be deemed to be Personal and Moveable Estate.

General Issue.

XXVI. And be it enacted, That if any Action or Suit shall be commenced or brought against any Person or Persons whomsoever for doing or causing to be done anything in pursuance of this Act, the Defendant or Defendants in such Action may plead the General Issue and give the special Matter in Evidence; and if upon such Action a Verdict shall be given for the Defendant, or the Plaintiff shall become nonsuited, or discontinue his Action, then the Defendant shall have and recover his full Costs, for which he shall have the same Remedy as a Defendant in any Case by Law hath; and that all Actions, Suits, Bills, Indictments, or Informations, for any Offence that shall be committed against this Act shall be brought, sued, and commenced within Twelve Calendar Months next after such Offence committed, or else the same shall be void and of none effect; provided that such Limitation of Time shall not extend or be construed to extend to any Actions, Suits, or other Proceedings which under the Authority of this Act shall or may be brought, sued, or commenced for or in respect of any Copies of Books to be delivered for the Use of the *British Museum*, or of any One of the Four Libraries herein-before mentioned.

Limitation of Actions; not to extend to Actions, &c., in respect of the Delivery of Books.

Saving the Rights of the Universities and the Col-

XXVII. Provided always, and be it enacted, That nothing in this Act contained shall affect or alter the Rights of the Two Universities of *Oxford* and *Cambridge*, the Colleges or Houses of Learning within the same, the Four Universities in *Scotland*, the College of the Holy and Undivided Trinity of Queen *Elizabeth* near *Dublin*, and the

leges of Eton, Westminster, and Winchester.

several Colleges of *Eton*, *Westminster*, and *Winchester*, in any Copyrights heretofore and now vested or hereafter to be vested in such Universities and Colleges respectively, anything to the contrary herein contained notwithstanding.

Saving all subsisting Rights, Contracts, and Engagements.

XXVIII. Provided also, and be it enacted, That nothing in this Act contained shall affect, alter, or vary any Right subsisting at the Time of passing of this Act, except as herein expressly enacted; and all Contracts, Agreements, and Obligations made and entered into before the passing of this Act, and all Remedies relating thereto, shall remain in full force, any thing herein contained to the contrary notwithstanding.

Extent of the Act.

XXIX. And be it enacted, That this Act shall extend to the United Kingdom of *Great Britain* and *Ireland*, and to every Part of the *British* Dominions.

Act may be amended this Session.

XXX. And be it enacted, That this Act may be amended or repealed by any Act to be passed in the present Session of Parliament.

SCHEDULE to which the preceding Act refers.

No. 1.

FORM of MINUTE of CONSENT to be entered at Stationers' Hall.

We, the undersigned, *A.B.* of the Author of a certain Book, intituled *Y.Z.* [*or* the personal Representative of the Author, *as the case may be*], and *C.D.* of do hereby certify, That we have consented and agreed to accept the Benefits of the Act passed in the Fifth Year of the Reign of Her Majesty Queen Victoria, Cap. , for the Extension of the Term of Copyright therein provided by the said Act, and hereby declare that such extended Term of Copyright therein is the Property of the said *A.B.* or *C.D.*

Dated this Day of 18 .

Witness (Signed) *A.B.*
C.D.

To the Registering Officer appointed by the Stationers' Company.

No. 2.

FORM of REQUIRING ENTRY of PROPRIETORSHIP.

I, *A.B.*, of do hereby certify, That I am the Proprietor of the Copyright of a Book, intituled *Y.Z.*, and I hereby require you to make Entry in the Register Book of the Stationers'

Company of my Proprietorship of such Copyright, according to the Particulars underwritten.

Title of Book.	Name of Publisher and Place of Publication.	Name and Place of Abode of the Proprietor of the Copyright.	Date of First Publication.
Y.Z.		*A.B.*	

Dated this Day of 18 .

Witness, *C.D.* (Signed) *A.B.*

No. 3.

Original Entry of Proprietorship of Copyright of a Book.

Time of making the Entry.	Title of Book.	Name of the Publisher, and Place of Publication.	Name and Place of Abode of the Proprietor of the Copyright.	Date of First Publication.
	Y.Z.	*A.B.*	*C.D.*	

No. 4.

Form of Concurrence of the Party assigning in any Book previously registered.

I, *A.B.* of being the Assignor of the Copyright of the Book hereunder described, do hereby require you to make Entry of the Assignment of the Copyright therein.

Title of Book.	Assignor of the Copyright.	Assignee of Copyright.
Y.Z.	*A.B.*	*C.D.*

Dated this day of 18 .

(Signed) *A.B.*

No. 6.

Form of Entry of Assignment of Copyright in any Book previously registered.

Date of Entry.	Title of Book.	Assignor of the Copyright.	Assignee of Copyright.
	[*Set out the Title of the Book, and refer to the Page of the Registry Book in which the original Entry of the Copyright thereof is made.*]	*A.B.*	*C.D.*

THE INTERNATIONAL COPYRIGHT ACT, 1844.

(7 Vic. c. 12.)

Her Majesty may, by Order in Council, direct that Authors and Composers of Dramatic Pieces and Musical Compositions first publicly represented and performed in Foreign Countries shall have similar Rights in the British Dominions.

V. And be it enacted, That it shall be lawful for Her Majesty, by any Order of Her Majesty in Council, to direct that the Authors of Dramatic Pieces and Musical Compositions which shall after a future Time, to be specified in such Order, be first publicly represented or performed in any Foreign Country to be named in such Order, shall have the sole Liberty of representing or performing in any Part of the *British* Dominions such Dramatic Pieces or Musical Compositions during such Period as shall be defined in such Order, not exceeding the Period during which Authors of Dramatic Pieces and Musical Compositions first publicly represented or performed in the United Kingdom may for the Time be entitled by Law to the sole Liberty of representing and performing the same; and from and after the Time so specified in any such last-mentioned Order the Enactments of the said Dramatic Literary Property Act and of the said Copyright Amendment Act, and of any other Act for the Time being in force with relation to the Liberty of publicly representing and performing Dramatic Pieces or Musical Compositions, shall, subject to such Limitation as to the Duration of the Right conferred by any such Order as shall be therein contained, apply to and be in force in respect of the Dramatic Pieces and Musical Compositions to which such Order shall extend, and which shall have been registered as hereinafter is provided, in such and the same Manner as if such Dramatic Pieces and Musical Compositions had been first publicly represented and performed in the *British* Dominions, save and except such of the said Enactments or such Parts thereof as shall be excepted in such Order.

Particulars to be observed as to Registry and to Delivery of Copies.

VI. Provided always, and be it enacted, That no Author of any Book, Dramatic Piece or Musical Composition, or his Executors, Administrators, or Assigns, and no Inventor, Designer, or Engraver of any Print, or Maker of any Article of Sculpture, or other Work of Art, his Executors, Administrators, or Assigns, shall be entitled to the Benefit of this Act, or of any Order in Council to be issued in pursuance thereof, unless, within a Time or Times to be in that

Behalf prescribed in each such Order in Council, such Book, Dramatic Piece, Musical Composition, Print, Article of Sculpture, or other Work of Art, shall have been so registered, and such Copy thereof shall have been so delivered as hereinafter is mentioned; (that is to say,) as regards such Book, and also such Dramatic Piece or Musical Composition, (in the event of the same having been printed,) the Title to the Copy thereof, the Name and Place of Abode of the Author or Composer thereof, the Name and Place of Abode of the Proprietor of the Copyright thereof, the Time and Place of the first Publication, Representation, or Performance thereof, as the Case may be, in the Foreign Country named in the Order in Council under which the Benefits of this Act shall be claimed, shall be entered in the Register Book of the Company of Stationers in *London*, and One printed Copy of the whole of such Book, and of such Dramatic Piece or Musical Composition, in the event of the same having been printed, and of every Volume thereof, upon the best Paper upon which the largest Number or Impression of the Book, Dramatic Piece, or Musical Composition shall have been printed for Sale, together with all Maps and Prints relating thereto, shall be delivered to the Officer of the Company of Stationers at the Hall of the said Company; and as regards Dramatic Pieces and Musical Compositions in Manuscript, the Title to the same, the Name and Place of Abode of the Author or Composer thereof, the Name and Place of Abode of the Proprietor of the Right of representing or performing the same, and the Time and Place of the first Representation or Performance thereof in the Country named in the Order in Council under which the Benefit of the Act shall be claimed, shall be entered in the said Register Book of the said Company of Stationers in *London*; and as regards Prints, the Title thereof, the Name and Place of Abode of the Inventor, Designer, or Engraver thereof, the Name of the Proprietor of the Copyright therein, and the Time and Place of the first Publication thereof in the Foreign Country named in the Order in Council under which the Benefits of the Act shall be claimed, shall be entered in the said Register Book of the said Company of Stationers in *London*, and a Copy of such Print, upon the best Paper upon which the largest Number or Impressions of the Print shall have been printed for Sale, shall be delivered to the Officer of the Company of Stationers at the Hall of the said Company; and as regards any such Article of Sculpture, or any such other Work of Art as aforesaid, a descriptive Title thereof, the Name and Place of Abode of the Maker thereof, the Name of the Proprietor of the Copyright therein, and the Time and Place of its first Publication in the Foreign Country named in the Order in Council under which the Benefit of this Act shall be claimed, shall be entered in the said Register Book of the said Company of Stationers in *London*; and the Officer of the said Company of Stationers receiving such Copies so to be delivered as aforesaid shall give a

Receipt in Writing for the same, and such Delivery shall to all Intents and Purposes be a sufficient Delivery under the Provisions of this Act.

In case of Books published anonymously, the Name of the Publisher to be sufficient.

VII. Provided always, and be it enacted, That if a Book be published anonymously it shall be sufficient to insert in the Entry thereof in such Register Book the Name and Place of Abode of the first Publisher thereof, instead of the Name and Place of Abode of the Author thereof, together with a Declaration that such Entry is made either on behalf of the Author or on behalf of such first Publisher, as the Case may require.

The Provisions of the Copyright Amendment Act as regards Entries in the Register Book of the Company of Stationers, &c., to apply to Entries under this Act.

VIII. And be it enacted, That the several Enactments in the said Copyright Amendment Act contained with relation to keeping the said Register Book, and the Inspection thereof, the Searches therein, and the Delivery of certified and stamped Copies thereof, the Reception of such Copies in Evidence, the making of false Entries in the said Book, and the Production in Evidence of Papers falsely purporting to be Copies of Entries in the said Book, the Applications to the Courts and Judges by Persons aggrieved by Entries in the said Book, and the expunging and varying such Entries, shall apply to the Books, Dramatic Pieces, and Musical Compositions, to which any Order in Council issued in pursuance of this Act shall extend, and to the Entries and Assignments of Copyright and Proprietorship therein, in such and the same Manner as if such Enactments were here expressly enacted in relation thereto, save and except that the Forms of Entry prescribed by the said Copyright Amendment Act may be varied to meet the Circumstances of the Case, and that the Sum to be demanded by the Officer of the said Company of Stationers for making any Entry required by this Act shall be One Shilling only.

As to expunging or varying Entry grounded in wrongful first Publication.

IX. And be it enacted, That every Entry made in pursuance of this Act of a first Publication shall be *primâ facie* Proof of a rightful first Publication; but if there be a wrongful first Publication, and any Party have availed himself thereof to obtain an Entry of a spurious Work, no Order for expunging or varying such Entry shall be made unless it be proved to the Satisfaction of the Court or of the Judge taking cognizance of the Application for expunging or varying such Entry, first, with respect to a wrongful Publication in a Country to which the Author or first Publisher does not belong, and in regard to which there does not subsist with this Country any Treaty of International Copyright, that the Party making the Application was the Author or first Publisher, as the Case requires; second, with respect to a wrongful first Publication either in the Country where a rightful first Publication has taken place, or in regard to which there subsists with this Country a Treaty of International Copyright, that a Court of competent Jurisdiction in any such Country where such wrongful first Publication has taken place has given Judgment in favour of the Right of the Party claiming to be the Author or first Publisher.

Translations.

XVIII. Provided always, and be it enacted, That nothing in this Act contained shall be construed to prevent the printing, Publication, or Sale of any Translation of any Book the Author whereof and his Assigns may be entitled to the Benefit of this Act.

Authors of Works first published in Foreign Countries not entitled to Copyright except under this Act.

XIX. And be it enacted, That neither the Author of any Book, nor the Author or Composer of any Dramatic Piece or Musical Composition, which shall after the passing of this Act be first published out of Her Majesty's Dominions, shall have any Copyright therein respectively, or any exclusive Right to the public Representation or Performance thereof, otherwise than such (if any) as he may become entitled to under this Act.

THE INTERNATIONAL COPYRIGHT ACT, 1886.

(49 & 50 Vic. c. 33.)

Whereas by the International Copyright Acts Her Majesty is authorised by Order in Council to direct that as regards literary and artistic works first published in a foreign country the author shall have copyright therein during the period specified in the order, not exceeding the period during which authors of the like works first published in the United Kingdom have copyright:

And whereas at an international conference held at Berne in the month of September one thousand eight hundred and eighty-five a draft of a convention was agreed to for giving to authors of literary and artistic works first published in one of the countries parties to the convention copyright in such works throughout the other countries parties to the convention:

And whereas, without the authority of Parliament, such convention cannot be carried into effect in Her Majesty's dominions and consequently Her Majesty cannot become a party thereto, and it is expedient to enable Her Majesty to accede to the convention:

Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short titles and construction.

1.—(1) This Act may be cited as the International Copyright Act, 1886.

(2) The Acts specified in the first part of the First Schedule to this Act are in this Act referred to and may be cited by the short titles in that schedule mentioned, and those Acts, together with the enactment specified in the second part of the said schedule, are in this Act collectively referred to as the International Copyright Acts.

The Acts specified in the Second Schedule to this Act may be cited by the short titles in that schedule mentioned, and those Acts are in this Act referred to, and may be cited collectively as the Copyright Acts.

(3) This Act and the International Copyright Acts shall be construed together, and may be cited together as the International Copyright Acts, 1844 to 1886.

Amendment as to extent and effect of order under International Copyright Acts.

2. The following provisions shall apply to an Order in Council under the International Copyright Acts:—

(1) The order may extend to all the several foreign countries named or described therein:

(2) The order may exclude or limit the rights conferred by the International Copyright Acts in the case of authors who are not subjects or citizens of the foreign countries named or described in that or any other order, and if the order contains such limitation and the author of a literary or artistic work first produced in one of those foreign countries is not a British subject, nor a subject or citizen of any of the foreign countries so named or described, the publisher of such work, unless the order otherwise provides, shall for the purpose of any legal proceedings in the United Kingdom for protecting any copyright in such work be deemed to be entitled to such copyright as if he were the author, but this enactment shall not prejudice the rights of such author and publisher as between themselves:

(3) The International Copyright Acts and an order made thereunder shall not confer on any person any greater right or longer term of copyright in any work than that enjoyed in the foreign country in which such work was first produced.

Simultaneous publication.

3.—(1) An Order in Council under the International Copyright Acts may provide for determining the country in which a literary or artistic work first produced simultaneously in two or more countries is to be deemed, for the purpose of copyright, to have been first produced, and for the purposes of this section "country" means the United Kingdom and a country to which an order under the said Acts applies.

(2) Where a work produced simultaneously in the United Kingdom, and in some foreign country or countries is by virtue of an Order in Council under the International Copyright Acts deemed for the purpose of copyright to be first produced in one of the said foreign countries, and not in the United Kingdom, the copyright in the United Kingdom shall be such only as exists by virtue of production in the said foreign country, and shall not be such as would have been acquired if the work had been first produced in the United Kingdom.

Modification of certain provisions of International Copyright Acts.

4.—(1) Where an order respecting any foreign country is made under the International Copyright Acts the provisions of those Acts with respect to the registry and delivery of copies of works shall not apply to works produced in such country except so far as provided by the order.

(2) Before making an Order in Council under the International Copyright Acts in respect of any foreign country, Her Majesty in

Council shall be satisfied that that foreign country has made such provisions (if any) as it appears to Her Majesty expedient to require for the protection of authors of works first produced in the United Kingdom.

Restriction on translation.

5.—(1) Where a work being a book or dramatic piece is first produced in a foreign country to which an Order in Council under the International Copyright Acts applies, the author or publisher, as the case may be, shall, unless otherwise directed by the order, have the same right of preventing the production in and importation into the United Kingdom of any translation not authorised by him of the said work as he has of preventing the production and importation of the original work.

(2) Provided that if after the expiration of ten years, or any other term prescribed by the order, next after the end of the year in which the work, or in the case of a book published in numbers each number of the book, was first produced, an authorised translation in the English language of such work or number has not been produced, the said right to prevent the production in and importation into the United Kingdom of an unauthorised translation of such work shall cease.

(3) The law relating to copyright, including this Act shall apply to a lawfully produced translation of a work in like manner as if it were an original work.

(4) Such of the provisions of the International Copyright Act, 1852, relating to translations as are unrepealed by this Act shall apply in like manner as if they were re-enacted in this section.

Application of Act to existing works.

6. Where an Order in Council is made under the International Copyright Acts with respect to any foreign country, the author and publisher of any literary or artistic work first produced before the date at which such order comes into operation shall be entitled to the same rights and remedies as if the said Acts and this Act and the said order had applied to the said foreign country at the date of the said production: Provided that where any person has before the date of the publication of an Order in Council lawfully produced any work in the United Kingdom, nothing in this section shall diminish or prejudice any rights or interests arising from or in connection with such production which are subsisting and valuable at the said date.

Evidence of foreign copyright.

7. Where it is necessary to prove the existence or proprietorship of the copyright of any work first produced in a foreign country to which an Order in Council under the International Copyright Acts applies, an extract from a register, or a certificate, or other document stating the existence of the copyright, or the person who is the proprietor of such copyright, or is for the purpose of any legal proceedings in the United Kingdom deemed to be entitled to such copy-

right, if authenticated by the official seal of a Minister of State of the said foreign country, or by the official seal or the signature of a British diplomatic or consular officer acting in such country, shall be admissible as evidence of the facts named therein, and all courts shall take judicial notice of every such official seal and signature as is in this section mentioned, and shall admit in evidence, without proof, the documents authenticated by it.

Application of Copyright Acts to colonies.

8.—(1) The Copyright Acts shall, subject to the provisions of this Act, apply to a literary or artistic work first produced in a British possession in like manner as they apply to a work first produced in the United Kingdom:

Provided that—

(*a*) the enactments respecting the registry of the copyright in such work shall not apply if the law of such possession provides for the registration of such copyright; and

(*b*) where such work is a book the delivery to any person or body of persons of a copy of any such work shall not be required.

(2) Where a register of copyright in books is kept under the authority of the government of a British possession, an extract from that register purporting to be certified as a true copy by the officer keeping it, and authenticated by the public seal of the British possession, or by the official seal or the signature of the governor of a British possession, or of a colonial secretary, or of some secretary or minister administering a department of the government of a British possession, shall be admissible in evidence of the contents of that register, and all courts shall take judicial notice of every such seal and signature, and shall admit in evidence, without further proof, all documents authenticated by it.

(3) Where before the passing of this Act an Act or ordinance has been passed in any British possession respecting copyright in any literary or artistic works, Her Majesty in Council may make an Order modifying the Copyright Acts and this Act, so far as they apply to such British possession, and to literary and artistic works first produced therein, in such manner as to Her Majesty in Council seems expedient.

(4) Nothing in the Copyright Acts or this Act shall prevent the passing in a British possession of any Act or ordinance respecting the copyright within the limits of such possession of works first produced in that possession.

Application of International Copyright Acts to colonies.

9. Where it appears to Her Majesty expedient that an Order in Council under the International Copyright Acts made after the passing of this Act as respects any foreign country, should not apply to any British possession, it shall be lawful for Her Majesty by the same or any other Order in Council to declare that such Order and the International Copyright Acts and this Act shall not,

and the same shall not, apply to such British possession, except so far as is necessary for preventing any prejudice to any rights acquired previously to the date of such Order; and the expressions in the said Acts relating to Her Majesty's dominions shall be construed accordingly; but save as provided by such declaration the said Acts and this Act shall apply to every British possession as if it were part of the United Kingdom.

Making of Orders in Council.

10.—(1) It shall be lawful for Her Majesty from time to time to make Orders in Council for the purposes of the International Copyright Acts and this Act, for revoking or altering any Order in Council previously made in pursuance of the said Acts, or any of them.

(2) Any such Order in Council shall not affect prejudicially any rights acquired or accrued at the date of such Order coming into operation, and shall provide for the protection of such rights.

Definitions.

11. In this Act, unless the context otherwise requires—

The expression "literary and artistic work" means every book, print, lithograph, article of sculpture, dramatic piece, musical composition, painting, drawing, photograph, and other work of literature and art to which the Copyright Acts or the International Copyright Acts, as the case requires, extend.

The expression "author" means the author, inventor, designer, engraver, or maker of any literary or artistic work, and includes any person claiming through the author; and in the case of a posthumous work means the proprietor of the manuscript of such work and any person claiming through him; and in the case of an encyclopædia, review, magazine, periodical work, or work published in a series of books or parts, includes the proprietor, projector, publisher, or conductor.

The expressions "performed" and "performance" and similar words include representation and similar words.

The expression "produced" means, as the case requires, published or made, or performed or represented, and the expression "production" is to be construed accordingly.

The expression "book published in numbers" includes any review, magazine, periodical work, work published in a series of books or parts, transactions of a society or body, and other books of which different volumes or parts are published at different times.

The expression "treaty" includes any convention or arrangement.

The expression "British possession" includes any part of Her Majesty's dominions exclusive of the United Kingdom; and where parts of such dominions are under both a central and a local legislature, all parts under one central legislature are for the purposes of this definition deemed to be one British possession.

Repeal of Acts.

12. The Acts specified in the Third Schedule to this Act are hereby repealed as from the passing of this Act to the extent in the third column of that schedule mentioned:

Provided as follows:

(*a*) Where an Order in Council has been made before the passing of this Act under the said Acts as respects any foreign country the enactments hereby repealed shall continue in full force as respects that country until the said Order is revoked.

(*b*) The said repeal and revocation shall not prejudice any rights acquired previously to such repeal or revocation, and such rights shall continue and may be enforced in like manner as if the said repeal or revocation had not been enacted or made.

THE COPYRIGHT (MUSICAL COMPOSITIONS) ACT, 1882.

(45 & 46 Vic. c. 40.)

Printed notice restraining public performance.

1. On and after the passing of this Act the proprietor of the copyright in any musical composition first published after the passing of this Act, or his assignee, who shall be entitled to and be desirous of retaining in his own hands exclusively the right of public representation or performance of the same, shall print or cause to be printed upon the title-page of every published copy of such musical composition a notice to the effect that the right of public representation or performance is reserved.

Provision when right of performance and copyright are vested in different owners.

2. In case, after the passing of this Act, the right of public representation or performance of, and the copyright in, any musical composition shall be or become vested before publication of any copy thereof in different owners, then, if the owner of the right of public representation or performance shall desire to retain the same, he shall, before any such publication of any copy of such musical composition, give to the owner of the copyright therein notice in writing requiring him to print upon every copy of such musical composition a notice to the effect that the right of public representation or performance is reserved; but in case the right of public representation or performance of, and the copyright in, any musical composition shall, after publication of any copy thereof subsequently to the passing of this Act, first become vested in different owners, and such notice as aforesaid shall have been duly printed on all copies published after the passing of this Act previously to such vesting, then, if the owner of the right of performance and representation shall desire to retain the same, he shall, before the publication of any further copies of such musical composition, give notice in writing to the person in whom the copyright shall be then vested, requiring him to print such notice as aforesaid on every copy of such musical composition to be thereafter published.

Penalty on owner of copyright for non-com-

3. If the owner for the time being of the copyright in any musical composition shall, after due notice being given to him or his predecessor in title at the time, and generally in accordance with the last preceding section, neglect or fail to print legibly and conspicuously

Compliance with notice from owner of right of performance.

upon every copy of such composition published by him or by his authority, or by any person lawfully entitled to publish the same, and claiming through or under him, a note or memorandum stating that the right of public representation or performance is reserved, then and in such case the owner of the copyright at the time of the happening of such neglect or default, shall forfeit and pay to the owner of the right of public representation or performance of such composition the sum of twenty pounds, to be recovered in any court of competent jurisdiction.

Costs.

3 & 4 Will. 4. c. 15.

4. Notwithstanding the provisions of the Act passed in the third and fourth years of His Majesty King William the Fourth, to amend the laws relating to dramatic literary property, or any other Act in which those provisions are incorporated, the cost of any action or proceedings for penalties or damages in respect of the unauthorised representation or performance of any musical composition published before the passing of this Act shall, in cases in which the plaintiff shall not recover more than forty shillings as penalty or damages, be in the discretion of the court or judge before whom such action or proceedings shall be tried.

Short title.

5. This Act may be cited as the Copyright (Musical Compositions) Act, 1882.

THE COPYRIGHT (MUSICAL COMPOSITIONS) ACT, 1888.

(51 & 52 Vic. c. 17.)

Provision as to damages.

1. Notwithstanding the provisions of the Act of the session held in the third and fourth years of His Majesty King William the Fourth, chapter fifteen, to amend the laws relating to dramatic literary property, or any other Act in which those provisions are incorporated, the penalty or damages to be awarded upon any action or proceedings in respect of each and every unauthorised representation or performance of any musical composition, whether published before or after the passing of this Act, shall be such a sum or sums as shall, in the discretion of the court or judge before whom such action or proceedings shall be tried, be reasonable, and the court or judge before whom such action or proceedings shall be tried may award a less sum than forty shillings in respect of each and every such unauthorised representation or performance as aforesaid, or a nominal penalty or nominal damages as the justice of the case may require.

Costs to be in discretion of judge. 45 & 46 Vic. c. 40.

2. The costs of all such actions or proceedings as aforesaid shall be in the absolute discretion of the judge before whom such actions and proceedings shall be tried, and section four of the Copyright (Musical Compositions) Act, 1882, is hereby repealed.

Proprietor not wilfully permitting such performance to be exempt.

3. The proprietor, tenant, or occupier of any place of dramatic entertainment, or other place at which any unauthorised representation or performance of any musical composition, whether published before or after the passing of this Act, shall take place, shall not by reason of such representation or performance be liable to any penalty or damages in respect thereof, unless he shall wilfully cause or permit such unauthorised representation or performance, knowing it to be unauthorised.

Saving for operas and plays.

4. The provisions of this Act shall not apply to any action or proceedings in respect of a representation or performance of any opera or stage play in any theatre or other place of public entertainment duly licensed in that respect.

Short title.

5. This Act may be cited as the Copyright (Musical Compositions) Act, 1888.

BUILDING REGULATIONS OF LONDON COUNTY COUNCIL AS TO THEATRES, &c.

Limits of regulations.

These regulations shall, unless otherwise specified, apply to all theatres, houses, rooms, or other places of public resort within the Administrative County of London, to be kept open for the public performance of stage-plays, and to all houses, rooms, or other places of public resort within the said County, to be kept open for public dancing, music, or other public entertainment of the like kind, under the authority of letters patent from Her Majesty the Queen, her heirs or successors, or of Licences by the Lord Chamberlain of Her Majesty's Household, or by the London County Council, other than letters patent, or Licences which may have been granted for the first time before the passing of the Metropolis Management and Building Acts Amendment Act, 1878.

Interpretation of "such premises."

In these regulations the expression "such premises" means a theatre, house, room, or other place of public resort to be kept open for any of the purposes aforesaid.

Part I.

Structural.

1.

Applications and drawings.

Every person who for the first time after the making of these regulations shall be desirous of obtaining authority to open any such premises within the said County, shall first make an application in writing to the *Clerk of the Council* for a certificate under the above Act.

Such application shall contain a statement as to the nature and extent of the interest of such person in such premises, and the character of the entertainment for which such premises are proposed to be used, and be accompanied by complete plans, elevations and sections, drawn on tracing linen, to a scale of $\frac{1}{8}$th of an inch to a foot; and by a block plan shewing the position of such premises in relation to any adjacent premises, and to the public thoroughfares upon which the site of such premises abuts, drawn to a scale of not less than $\frac{1}{16}$th of an inch to a foot.

Such drawings shall be coloured to distinguish the materials employed in the construction of the building; the width of all staircases, corridors, gangways, and doorways, together with the heights of the tiers, and other parts of the building.

The thickness of the walls and scantlings of the various materials shall be clearly shown by figured dimensions; and the cardinal points shall be marked upon each plan.

Such drawings shall be accompanied by a specification of the works to be executed, describing the materials to be employed and the mode of construction to be adopted, together with such other particulars as may be necessary to enable the Council to judge whether the requirements of these regulations will, when such premises have been completed, have been complied with.

Such drawings shall also show the respective numbers of persons to be accommodated in the various parts of such premises, and the area to be assigned to each person, which shall not be less than 1 foot 8 inches by 1 foot 6 inches in the gallery, and not less than 2 feet 4 inches by 1 foot 8 inches in other parts of such premises.

Such drawings and specification to be deposited with the Council. A duplicate copy of approved drawings and specification shall be signed by the Chairman of the Committee and returned to the applicants.

2.

Site.

One-half at least of the total length of the boundaries of the site of any such premises which consist of an entire building, and in case of a room or other such premises not consisting of an entire building, one-half at least of the total length of the boundaries of the site of the building of which such room or other such premises form part, shall abut upon public thoroughfares, of which one thoroughfare at least shall not be less than 40 feet wide, and of the remainder none shall be less than 30 feet wide if a carriageway, or 20 feet wide if a footway.

If, in compliance with Regulation No. 10, an additional passage or way should be necesary, it may be provided by means of a private passage or way.

Such passage or way shall not be less than 10 feet in width, and under the complete control of the owner of such premises, and no doors, windows, or other openings of the adjoining premises shall communicate therewith, or overlook any portion of such passage or way.

3.

Windows overlooking site.

No such premises shall be erected upon a site within 20 feet of any windows or other openings belonging to any other premises overlooking the site.

4.

Walls.

All such premises shall be enclosed with proper external or party walls of brick or stone.

The thickness of such walls shall not be less than the thickness prescribed by the Metropolitan Building Act, 1855, for walls of similar height and length in buildings of the warehouse class.

5.

Dressing-rooms.

Dressing-rooms shall be arranged in a separate block of buildings, or divided from the place of public resort by party walls, with only such means of communication therewith as may be approved by the Council.

All such dressing-rooms shall be constructed of fire-resisting materials, and connected with an independent exit leading directly into a thoroughfare or way.

All such dressing-rooms shall be ventilated to the outer air by windows in the external walls.

The walls of all such dressing-rooms shall be hung, for decorative purposes, only with materials completely adhering to the surface of such walls.

No such dressing-rooms shall be situated more than one storey below the street level.

Sufficient and separate w.c. and urinal accommodation, properly ventilated to the outer air, shall be provided for the use of the male and female artistes.

6.

No theatre under or over any other building.

No theatre shall be constructed underneath, or on the top of, any part of any other building.

7.

Number of tiers.

No such premises shall have more than three tiers or horizontal divisions, including the gallery, above the level of the pit.

Where the front seats of the gallery are separated from the gallery by a partition, such seats shall not count as a separate tier.

8.

Height of tiers.

Where the first tier or balcony extends over the pit, stalls, or area, the height between the floor of the pit and the first tier shall not be at any part less than 10 feet, and the height between the floor of the highest part of the gallery and the lowest part of the ceiling over the same shall not be less than 12 feet.

9.

Floor of pit.

In all such premises the floor of the highest part of the pit, or of the stalls where there is no pit, shall not be more than 6 inches above the level of the street adjoining the principal entrance to the pit, and the lowest part of the floor of the pit or stalls shall not be more than 15 feet below such level.

10.

Entrances and exits.

Two separate exits, not leading into the same thoroughfare or way, shall be provided to every tier or floor of such premises.

If any tier or floor shall be divided into two parts, two separate exits, not leading into the same thoroughfare or way, shall be provided to each of such parts.

Such exits shall be arranged so as to afford a ready means of egress from both sides of each tier or floor, and shall lead directly into a thoroughfare or way.

11.

Where vestibules are provided, not more than three tiers or floors (or where such tiers or floors are divided into two or more parts, such parts of tiers or floors) shall communicate with one vestibule. Vestibules

The width of each vestibule shall be at least one-third greater than the united width of all the doorways or passages that lead thereto.

The united widths of all the doorways or passages that lead from a vestibule towards a thoroughfare or way, shall be at least of the same width as such vestibule.

Not more than one exit from each separate part of a tier or floor shall be used as an entrance.

12.

In all such premises where a stage with a proscenium shall be erected, such stage shall be separated from the auditorium by a brick proscenium wall not less than 13 inches in thickness, and such wall shall be carried up the full thickness to a height of at least 3 feet above the roof, such height being measured at right angles to the slope of the roof, and shall be carried down below the stage to a solid foundation. Proscenium wall.

Not more than three openings shall be formed in the proscenium wall, exclusive of the proscenium opening.

No such opening shall exceed 3 feet in width and 6 feet 6 inches in height, and each of such openings shall be closed by a wrought-iron door not less than $\frac{1}{4}$th of an inch in thickness in the panel, hung in a wrought-iron frame so as to close of itself without a spring.

No openings formed in the proscenium wall shall, at the lowest part, be at a higher level than the floor of the stage.

All the decorations around the proscenium shall be constructed of fire-resisting materials.

13.

The proscenium opening shall be provided with a fire-resisting screen to be used as a drop curtain, of such pattern, construction and gearing, and with such arrangements for pouring water upon the surface of the screen which is towards the stage, as may be approved by the Council. Proscenium opening.

14.

The height of the wall plate carrying the rafters of the roof over the stage shall not be less than twice the height of the proscenium opening, such height being measured from the level of the stage at the curtain line. Roof over stage.

An opening shall be formed in the roof near the back of the stage,

of a superficial area at the base of at least $\frac{1}{6}$th of the superficial area of the stage. Such opening shall be covered with a lantern light glazed on the top and sides, and be fitted with suitable exhaust cowls.

15.

Corridors, passages, and staircases.

Every staircase, landing, lobby, corridor or passage intended for the use of not more than 400 persons of the audience, shall be formed of fire-resisting materials, and shall not be less than 4 feet 6 inches wide; but, if communicating with any portion of the house intended for the accommodation of a larger number of the audience than 400 persons, it shall be increased in width by 6 inches for every additional 100 persons until a maximum width of 9 feet be obtained.

16.

Staircases.

Every staircase for the use of the audience shall have solid square (as distinguished from spandril) steps of York or other stone or fire-resisting materials, to be approved by the Council, with treads not less than 11 inches wide, and with risers not more than 6 inches high, without winders, in flights of not more than 12 or less than 3 steps each.

The treads of each flight of steps shall be of uniform width, and be pinned into brick walls at both ends.

The several flights of such steps shall be supported and enclosed upon all sides by brick walls not less than 9 inches thick, to be carried down to the level of the footings.

No staircase shall have more than 2 flights of 12 steps each without a turn.

All landings shall be 6 inches thick, be square upon plan, and have brick arches 9 inches deep turned under them in the middle of such landings.

Every staircase shall have a roof of fire-resisting materials to be approved by the Council.

A continuous handrail shall be fixed on both sides of all steps and landings, supported by strong metal brackets built into the wall.

Such handrails shall be chased into the walls, where the thickness of the walls will permit, but, in all cases where the flights of steps return, the newel wall shall be chased so as to allow the handrail to turn without projecting on the landing.

17.

Gangway.

A clear passage or gangway not less than 3 feet wide shall be formed at the sides and in the rear of the seating in every part of such premises.

Such passages or gangways shall at all times be kept entirely free from chairs, flap seats, or other obstructions, whether permanent or temporary.

18.

All constructional ironwork in such premises shall be embedded in fire-resisting materials in a manner to be approved by the Council. Ironwork.

19.

All workshops, store-rooms, wardrobe or painting rooms, in connection with such premises, shall be separated from such premises by brick walls not less than 9 inches thick. Workshops, &c.

All openings in such walls shall be closed with self-closing wrought-iron doors hung in wrought-iron frames.

All such doors, if consisting of a single fold, shall be made to overlap, when closed, the door frame at least 3 inches; and, if made in two folds, such folds shall overlap each other, when closed, at least 3 inches on each side.

All floors and ceilings of such rooms shall be formed of fire-resisting materials.

All such rooms shall be ventilated by windows in the outer walls.

20.

All limelight tanks, boilers with engines, and dynamos with engines, shall be each placed in a ventilated chamber or building of fire-proof construction. Limelight tanks, boilers, and dynamos.

Such chambers or buildings shall be separated from such premises, and from each other, by brick walls and fire-proof floors without openings, and shall be enclosed upon one or more sides by external walls.

21.

All scene docks or stores and property rooms in connection with such premises shall be enclosed by brick walls not less than 9 inches thick, and shall have floors and ceilings of fire-resisting materials. Scene dock.

All openings from such docks, stores, or rooms to such premises shall be closed by self-closing wrought-iron doors, hung in wrought-iron frames.

All such doors, if consisting of a single fold, shall be made to overlap, when closed, the door frame at least 3 inches; and, if made in two folds, such folds shall overlap each other, when closed, at least 3 inches on each side.

22.

No enclosure shall be allowed in any such premises where the public can assemble for any other purpose than to view the performance, except so far as the Council shall consider necessary for the provision of refreshment bars, or in the case of a theatre for the provision of a foyer. Enclosures.

23.

All skylights, and the sloping sides of lantern lights, shall be pro- Skylights.

tected by galvanized iron-wire guards, securely fixed on the outside of such skylights or lantern lights.

24.

Gas. All such premises when lighted by gas shall have separate and distinct gas services and meters as follows:—

(*a*) To the stage;

(*b*) To the auditorium;

(*c*) To the staircases, corridors, and exits.

Such meters shall be placed in properly ventilated chambers of fireproof construction.

All gas brackets shall be fixed without joints; and all burners within reach of the audience shall be fitted with secret taps, and be efficiently protected by glass or wire globes.

All gas burners within 3 feet of the ceiling shall have hanging shades of uninflammable material to distribute the heat.

All gas pipes shall be made of iron or brass.

Where there is a stage or wings with scenery, the footlights or floats shall be protected by fixed iron-wire guards, and the burners shall be provided with glass chimneys.

The rows and lines, and gas burners in the wings (which must commence 4 feet at least from the level of the stage) shall be protected by fixed iron-wire guards.

All battens shall be hung by at least three wire ropes, and be protected at the back by a solid metal guard and wire fixed to a stiff iron frame at such a distance from the gas jets that no part of the scenery or decoration can become heated.

All movable lights shall be fitted with flexible tubes, and the gas in every case shall be turned off by the tap on the stage as well as by that on the flexible tube.

All flexible tubes shall be of sufficient strength to resist pressure from without.

An indicating gas plate shall be provided at a convenient place at the side of the stage.

25.

Doors and fastenings. All doorways used by the public shall be at least 4 feet 6 inches wide in the clear, with doors hung in two folds made to open outwards towards the thoroughfare or way.

All internal doors shall be so hung as not to obstruct, when open, any gangway, passage, staircase, or landing.

No door shall open immediately upon a flight of steps, but a square landing at least the width of the doorway shall be provided between such steps and such doorway.

All exit doors having fastenings shall be fastened by automatic bolts only, of a pattern to be approved by the Council; but where such doors are also to be used by the public for entrances, they shall be fastened with espagnolette or lever bolts only, of a pattern to be

approved in each case by the Council, and fitted with lever handles at a height of 3 feet 6 inches from the floor.

All doors used for entrances, and all gates, shall be made to open both ways, and shall, when opened inwards, be locked back against the wall in such a manner as to require a key to release them.

All barriers and internal doors shall be made to open outwards, with no other fastenings than automatic bolts.

No locks, monkey-tail, flush or barrel bolts, or locking bars, or other obstructions to exit, shall be used on any doors, gates, or barriers.

26.

Ventilation.

All parts of such premises shall be properly and sufficiently ventilated in a manner to be approved by the Council.

All openings for ventilation shall be shown on the plans, and described in the specification, which shall be submitted to the Council for its approval.

27.

Warming.

No fire-place shall be formed in any portion of the auditorium or stage of such premises.

All open fire-places or stoves in any other part of such premises shall be protected by strong fixed iron-wire guards and fenders, part of which may be made to open for all necessary purposes.

All heating apparatus shall be placed in a position to be approved by the Council, and enclosed upon all sides by brick walls not less than 9 inches thick, and shall be properly ventilated.

All hot-water pipes or coils shall, where necessary, be recessed in the walls, or otherwise arranged so as not to diminish the clear width of the gangways.

Where such premises are heated by artificial means, the high-pressure hot-water system with sealed pipes will be inadmissible, and either hot-air or the low-pressure hot-water circulation system shall be adopted, having an open cold-water supply cistern, and the pipes throughout the system shall be of galvanized wrought iron with the exception of those in immediate contact with the boiler, which may be either of galvanized wrought iron or copper.

The boiler shall be made of wrought iron, copper, or mild steel, and shall be provided with a dead weight or other approved safety valve which must be attached to the boiler by an independent galvanized wrought-iron or copper pipe, and must not under any circumstances be fixed to the circulating pipes, and must be placed in such a position as will ensure protection from soot and dirt.

The term "low pressure" shall be understood to mean the pressure due to the vertical head of water between the boiler and the supply cistern.

28.

Water supply.

All such premises containing a superficial area for the accommodation of the public of 1,000 feet and upwards shall be provided with a

sufficient number of hydrants, each of a diameter of not less than 2½ inches, to be connected by a 3-inch main with a Water Company's high-pressure street main.

Each of such hydrants shall be provided with at least a 30-feet length of hose with fittings of the Metropolitan Fire Brigade pattern.

In all such premises where there is no constant supply of water, there shall be provided on the top of the proscenium wall, or at some other place to be approved by the Council, two cisterns, to be kept always filled with water.

Such cisterns shall be each capable of containing at least 250 gallons of water for every 100 persons of the audience to be accommodated in the building.

Such cisterns shall be properly protected from all danger from frost.

Fire mains shall be connected with such cisterns to hydrants to be fixed in such places and manner as may be approved by the Council.

29.

Addition or alteration to premises.

Notice shall be given to the *Clerk of the Council* of any intended structural addition to, or alteration of, any such premises, in respect of which the Council may have granted a certificate under the said Act of 1878, to the effect that such premises were, on their original completion, in accordance with the Council's regulations.

Such notice shall be accompanied by plans, elevations and sections, block plan, and specification of the works to be executed similar to those required in the case of premises to be certified for the first time by the Council, and showing such intended addition or alteration.

The Council will, if necessary, cause a fresh survey of such premises to be made.

No doors, bolts or other fastenings, obstructions to the means of egress, flap seats or other means of diminishing or stopping up the gangways, shall be put, nor shall any alterations of a like nature be made to such premises without the previous consent of the Council being obtained thereto.

Part II.

General.

30.

Oil or candle lamps.

Additional means of lighting, for use in the event of the gas or the electric light being extinguished, shall be provided for the auditorium, corridors, passages, exits, and staircases by a sufficient number of oil or candle lamps, of a pattern to be approved by the Council, properly secured to an uninflammable base out of the reach of the public.

Such lamps shall be kept alight during the whole time the public are in such premises.

No mineral oils shall be permitted to be used in such lamps.

31.

Every theatre, and, where considered necessary by the Council, all other premises licensed by the Council, shall be connected with the nearest Fire Brigade Station by telephone. Fire alarm

32.

All exit and other doors used by the public shall be indicated by painted notices in 3-inch white block letters upon a black ground. Notices.

Such notices shall be painted on the doors and walls at least 6 feet 9 inches above the floor.

The words "no exit" shall be painted at least 6 feet 9 inches above the floor, in 3-inch white block letters upon a black ground, upon all doors, in sight of the audience, which do not lead to exits.

33.

Wet blankets or rugs, and buckets filled with water shall be always kept on the stage or in the flies, scene-docks, or wings, and attention shall be directed to them by placards legibly printed or painted, and fixed immediately above them. Precautions against fire.

Some person shall be held responsible by the management for keeping the wet blankets or rugs, and buckets ready for immediate use.

Hatchets, hooks and other appliances, for taking down hanging scenery in case of fire, shall be always kept in readiness for immediate use.

The regulations as to fire shall be always posted in some conspicuous place in such premises, so that all persons connected with such premises may be acquainted with such regulations.

Part III.

Electric Lighting.

34.

Where the electric light is permitted in such premises, it shall be on condition that a competent electrical engineer do certify in writing to the satisfaction of the Council once in six months that the system is in proper working order. Certificate.

(1) All such premises when lighted by electric light shall have at least three separate and distinct circuits—(*a*) for the stage, (*b*) and (*c*) for the auditorium, corridors, and exits. Circuits.

The circuits referred to in (*b*) and (*c*) shall be so arranged that half the lights in each division of the auditorium and half those in each corridor and exit shall be on (*b*) and the other half on (*c*) circuit.

When the current is supplied by a public lighting company, these circuits shall be taken separately from the street mains.

Under all circumstances complete metallic circuits must be employed.

Gas and water pipes shall never form part of any circuit.

The number of lamps shall be so sub-divided that no sub-circuit shall carry more than 65 ampères; and each sub-circuit shall start from a distributing board.

Conductors.

(2) All conductors used within buildings shall be of copper, having a conductivity equal to not less than 98 per cent. of that of pure copper, and shall be so proportioned to the work they have to do that, if double the normal current be transmitted, their temperature shall not rise to above 150 degrees Fahr.

The conductors shall be insulated with pure and vulcanized india-rubber.

The insulation resistance shall be not less than 300 megohms per statute mile, at 60 degrees Fahr., after one minute's electrification, when tested with at least 400 volts, and after 48 hours' immersion in water.

The insulated conductors shall be protected on the outside by stout tape or braiding impregnated with preservative compound.

If it is desired to use any other means of insulation than that above specified, special permission shall be obtained from the Council, and no material shall be used which is not waterproof, or which will soften at a temperature below 170 degrees Fahr.

In all cases, conductors conveying currents of high electromotive force inside buildings shall be specially and exceptionally insulated and cased in, and the casing made fireproof.

The positive and negative terminals connected to such conductors shall not be nearer to each other than 12 inches, and shall be efficiently protected from risk of contact.

Flexible conductors in connection with movable lights shall be insulated with vulcanized india-rubber, and protected on the outside by a stout braiding; should any of these flexible conductors be damaged, it shall be at once replaced.

No circuit of this nature shall carry more than 10 ampères, and each circuit shall be protected by a double pole fuse.

Conductors, fixing and protection.

(3) All conductors shall be efficiently protected from mechanical injury.

Where conductors pass through walls, fire-proof floors, or ceilings, they shall be protected by iron pipes or by glazed stoneware or porcelain tubes, and precautions shall be taken to prevent the possibility of fire or water passing along the course of the conductors.

In special cases, or where necessary for protection from the depredations of rats, mice, or other vermin, armour cables may be used. These need receive no further mechanical protection.

Lead-covered cables shall not be used unless protected by external armour of iron or steel.

Metal fastenings for fixing conductors shall be avoided; but when unavoidable some additional covering shall be used to protect the conductor, unless armoured, from mechanical injury at the points of support.

If casing be used, it shall be of hard wood, and each conductor shall be laid in a separate groove; the cover shall be secured with screws.

Casings shall, as far as possible, be placed in sight, and the conductors shall always be accessible.

Joints in conductors shall be avoided, but, when unavoidable, they shall be electrically and mechanically perfect. Soldering fluids shall not be used in making such joints.

(4) All external conductors shall be specially insulated and laid in iron pipes properly jointed, and of ample size. — External conductors.

Such iron pipes shall be protected where necessary, and securely fixed and supported when not underground.

(5) All exposed metal work, such as fittings, switch and fuse covers, &c., shall be efficiently insulated from the circuits. — Switches, cut-outs, &c.

All switches, cut-outs, ceiling roses, wall and floor sockets and lampholders, shall have uninflammable bases.

All switches shall be of ample size to carry the currents for which they are intended without heating, and shall be so constructed that it will be impossible for them to remain in any position intermediate between the "on" and the "off" positions, or to permit of a permanent arc.

All circuits shall be efficiently protected by cut-outs, placed in positions easily accessible to the staff, but inaccessible to the public.

The main cut-outs shall be of such pattern and be fixed in such a position as to admit of quick replacement.

All circuits carrying a current of 20 ampères or more shall be provided with a cut-out on each conductor, and the two cut-outs shall not come in the same compartment.

All cut-outs shall be so constructed that fused metal in falling cannot cause a short circuit or an ignition.

All cut-outs shall be so marked as to show what circuit or lamps they control.

All wall or floor sockets shall be provided with fuses in their fixed portions.

The sockets for the stage shall be of hard wood with metal guards, care being taken to avoid risk of ignition, and they shall be of specially substantial construction.

Resistances.

(6) Resistances for regulating the power of the lights shall be mounted on incombustible bases, and shall be so protected and placed at such a distance from any combustible material that no part of the resistance, if broken, can fall on such material.

Principal resistances shall be placed in a fire-proof room reserved for the purpose.

Arc lamps.

(7) Arc lamps shall not be used inside buildings without special permission from the Council.

When they are used, special precautions shall be taken to guard against danger from falling glass or incandescent particles of carbon.

All parts of the lamps, lanterns, and fittings which are liable to be handled (except by the persons employed to trim them) shall be insulated.

Stage lighting.

(8) Where there is a stage, special care shall be taken that all works in connection with the lighting of the stage are carried out in as substantial a manner as possible.

No metal work in connection with the circuits shall be exposed or so fixed or constructed as to be liable to cause a short circuit.

Lamps on battens, footlights, &c., shall be protected by stiff wire guards, so arranged that no scenery or other inflammable material can come in contact with the lamps.

No readily combustible material shall be used in connection with any lamps on the stage in such a manner that it might come in contact with the lamps.

No soft or readily inflammable wood shall be used in connection with the lamps on the stage, and all wood shall be protected by uninflammable material from the possibility of ignition by an arc between any two parts of the two conductors, or by heated particles from any conductor or part of a conductor which may connect together the two main conductors.

Where a number of lights, as in the footlights, battens, &c., are supplied under control of one switch, and protected by one single or double pole cut-out, as the case may be, the conductors shall be maintained throughout of such a section

that they will be effectually protected by the cut-outs against heating.

The leads to the battens shall be specially guarded, particularly at the points where they join on to the battens, and a sufficient length shall be allowed to prevent the leads receiving any injury through any movement of the battens.

The battens shall be suspended by at least three wire ropes attached to insulators on the battens.

On no account shall the same battens be adapted for both gas and electric light.

(9) A switchboard, containing all the necessary switches, cut-outs, and other fittings for the control and regulation of the stage lighting shall be fixed in some convenient position overlooking the stage. Stage switchboard.

This board shall be inaccessible to all but the persons employed at such premises to work it.

(10) Boilers, steam engines, gas engines and dynamos, when used for the supply of electricity to such premises, shall be placed in such positions as shall be sanctioned by the Council. Generating plant.

Gas engines shall be placed in rooms so adequately and continuously ventilated that no explosive mixture of gas can accumulate by any leakage through the engine in the event of any of the gas-cocks being left turned on.

A hood, connected with a pipe carried into the external air, shall be fixed over the ignition tube when this is used.

(11) Primary or secondary batteries shall be placed in rooms so adequately ventilated that no fan shall be necessary. Batteries.

The batteries shall be well insulated.

(12) Transformers used to transform either direct or alternating currents, together with the switches and cut-outs connected therewith, shall be placed in a fire and moisture proof structure. Transformers.

Where the primary current is of high potential, such structure should be preferably outside the building.

No part of such apparatus shall be accessible except to the persons in charge of its maintenance.

No transformer which, under normal conditions of load, heats above 130 degrees Fahr., shall be used.

Transformer circuits shall be so arranged that under no circumstances shall a contact between the primary and the secondary coils lead an electro-motive force of high pressure into the building. The term "high pressure" means in all cases pressure above 200 volts.

(13) The insulation resistance of a system of distribution shall be such that the greatest leakage from any conductor to earth, Insulation resistance.

when all branches are switched on, the lamps and motors being removed, shall not exceed one fifteen-thousandth part of the total current intended for the supply of the said lamps and motors; the test being made at the usual working electromotive force. Provided that this rule shall not be held to justify a lower insulation resistance than 5,000 ohms, nor to require one higher than 5 megohms.

Supervision.

(14) The generating plant and switching gear shall be in the hands of thoroughly competent manipulators, and the engine room (if any) shall be inaccessible to the general public, and shall where possible have an independent entrance.

Plan of wiring

(15) A plan of the wiring shall be always kept in a prominent position in the office of the manager of such premises.

Part IV.

35.

Power to modify or dispense with these regulations.

The Council reserves to itself the right from time to time, in any special case, to modify or dispense with these regulations.

All applications for dispensations or modifications shall be made in writing, addressed to the *Clerk of the Council*, and contain a statement of the facts of the particular case, and the reasons why it is desired to modify or dispense with these regulations as applicable thereto.

36.

Person responsible.

The person or persons in whose name the licence is granted will be held responsible by the Council for the carrying out of the above regulations, for the due management of such premises, and for the safety of the public and his or their employees in the event of fire.

Note.—*Every person who receives a certificate under the Act of* 1878 *shall be informed that the issue of the certificate does not preclude the Council from considering, on its merits, any application which may hereafter be made with respect to the licensing of the building.*

REGULATIONS OF THE LONDON COUNTY COUNCIL AS TO APPLICATIONS FOR LICENCES.

I. MUSIC AND MUSIC AND DANCING LICENCES.

1. All applications for licences shall be made to the Theatres and Music-halls Committee of the London County Council, sitting as the Licensing Committee, referred to hereafter as "the Committee," who shall investigate the same, and report the result of their investigation to the Council sitting as the licensing authority.

All licences will be granted or refused by the Council.

2. Applications in respect of premises situated on the North of the Thames will be heard at the Sessions House, Clerkenwell, and those in respect of premises on the South of the Thames at the Sessions House, Newington. The Committee, however, reserve to themselves the power to hear any particular application at either of the above places, or at such other place as they may hereafter determine upon.

3. Every person intending to apply for a licence at the annual meeting of the Committee to be held in the month of November shall, on or before the 1st day of September in each year, give notice to the Clerk of the London County Council of such intended application.

4. Notice of intended application, when given on behalf of any Company registered under the Companies Acts, must be signed by a responsible Officer of the Company, and proof of his appointment must be forthcoming if required by the Committee.

5. Every applicant shall also at the same time give notice of such application in similar form to the Clerk of the Vestry or District Board under the Metropolis Management Act, 1855, and to the Churchwardens and Overseers of the Division, District, Parish, or Place in which the premises are situated.

6. Every applicant shall, within seven days after serving the notice of intended application on the Clerk of the Council, affix and, until the application has been dealt with, maintain upon the outer door or other conspicuous part of the premises sought to be licensed, at a height of five feet above the footway, a copy of such notice printed in

large type, known as "Two-line English Roman," so that the same can be seen and read by persons in a public street or place.

7. Every applicant shall send to the Clerk of the Council, seven clear days at least before the day appointed for the hearing of his application by the Committee, a statutory declaration that he or his agent has duly published and served all the notices prescribed by those orders.

Where the notices have been served by an agent, a joint statutory declaration must be furnished.

8. If a person who has given notice of his intention to apply for a licence under any of the above orders vacates the premises in respect of which the licence is sought, or dies before the application is heard, the new tenant occupying the house, or the legal representative of the deceased person, may be heard in place of the original applicant if the Committee think fit.

9. An applicant for a renewal of a licence need not attend before the Committee unless notice of opposition to the renewal has been given, or he has been specially required to do so by the Clerk of the Council.

10. All licences will be granted subject to the regulations of the Council, as now in force, or varied from time to time, in reference to arrangements for the safety and protection of the public.

11. Forms of application and all other documents required can be obtained on personal or written application to the Clerk of the Council, Spring Gardens, S.W.

NEW APPLICATIONS.

12. Every applicant for a licence for premises in respect of which no current licence is in force shall, in addition to the notice required to be given by the foregoing orders, give similar notice by advertisement in three daily newspapers circulating generally throughout the County (to be prescribed from time to time by the Council), and shall transmit one copy of each such newspaper containing the advertisement of such notice to the Clerk of the Council.

Such advertisement shall be inserted by the applicant within four weeks after serving the notice of the intended application upon the Clerk of the Council.

13. Applications for licences must be supported by satisfactory documentary evidence that the applicant is owner or lessee (for at least one year certain) in possession of the premises in respect of which the licence is required.

14. No application for a new licence will be entertained unless the premises for which the licence is required have been approved by the Council.

15. Applicants for new licences must attend personally before the Committee, and, if required by the Clerk of the Council, must also attend before the Council.

TRANSFERS.

16. Applications for the transfer of an existing licence from the holder thereof to any other person may be heard at any meeting of the Committee, except during the months of August, September, and October, provided—

(*a*) That notice of the intended application for such transfer shall have been made at least one month before the meeting of the Committee at which such application is to be considered.

(*b*) That a copy of such notice has been served upon the Commissioner of Police, the Churchwardens and Overseers of the Division, District, Parish, or Place in which the premises are situated 14 days at least before the hearing of the application.

(*c*) That evidence as to the character of the person to whom the licence is proposed to be transferred shall be furnished to the Committee.

(*d*) That the application is supported by satisfactory documentary evidence that the proposed transferee is owner or lessee (for at least one year certain) in possession of the premises in respect of which the licence is required.

17. Applicants for Transfers must attend personally before the Committee, and, if required by the Clerk of the Council, must also attend before the Council.

18. Orders 4 and 7 apply equally to transfers.

STAGE PLAYS LICENCES.

20. Applications for annual licences for theatres and premises for the performance of stage plays outside the jurisdiction of the Lord Chamberlain must be made in accordance with Nos. 1 to 15 of these orders. The licences, if granted, shall be subject to the provisions of the Act for regulating theatres (6 & 7 Vic. c. 68), save as to the provision requiring the signatures of the Justices.

Applications for dramatic performances of a temporary character may be heard at any meeting of the Committee.

PROVISIONAL LICENCES.

21. Applications for provisional licences for premises about to be constructed, or in course of construction or rearrangement, must be made in accordance with Nos. 1 to 15 of these orders.

A provisional licence will not enable the premises to be used for public entertainments until such licence has been confirmed by the

Council. Such confirmation can take place at any meeting of the Council held during the year, provided the Committee report that the premises have been satisfactorily completed.

II. MODE OF MAKING OBJECTION TO APPLICATIONS FOR LICENCES.

22. No objection made by any person other than a member of the Council to the granting or renewal of any licence shall be heard by the Committee unless a notice of such objection, setting forth the grounds upon which the opposition is made, and where definite offences are alleged, the dates and particulars of such offences, has been received by the Clerk of the Council and by the applicant 14 clear days before the day appointed for the hearing by the Committee.

On the hearing of the case before the Committee it shall not be competent for any person (other than a member of the Council) objecting to the granting or renewal of any licence to go into any matter not set forth in such notice.

III. PROCEDURE TO BE OBSERVED AT THE HEARING OF APPLICATIONS BY THE COMMITTEE.

23. Applications for licences will be heard by the Committee in the order in which they appear in the list compiled by the Clerk of the Council, except that applications which are opposed will be heard last. The Committee may, in the exercise of their discretion, take any application out of its proper order, or postpone it.

24. The meetings of the Committee shall be open to the public. The Committee shall, however, conduct their deliberations and consider their report to the Council upon the applications in private.

25. Every applicant for a licence, and every person objecting to the granting thereof, who shall have given the notices required by these orders, shall be heard, either personally or by counsel, and shall be entitled to call witnesses.

26. The order of hearing shall be as follows:—

(*a*) On the case being called, each person objecting shall be heard in person or by counsel in the order of the date of his notice of objection, and, after stating his grounds of objection, may call witnesses in respect thereof.

(*b*) The applicant or his counsel may then call witnesses, and may be heard in reply to objections.

(*c*) On the hearing of applications for new licences, this order of procedure shall be reversed, and the applicant shall in every case be heard first.

27. Where a member of the Council, or of the Committee, makes an allegation for or against any application in regard to a licence, and

such allegation is unsupported by the evidence of any other person or persons, the party affected thereby, or his counsel, shall be permitted to put questions through the Chairman by way of cross-examination.

28. The above rules will, so far as practicable, be observed at all the Licensing Meetings of the Committee held during the year, except where the Committee may otherwise determine.

NOTICE OF APPLICATION FOR A

(*a*)_____ LICENCE

Dated August, 1897.

I, the undersigned, (*b*) _____ of (*c*) _____ hereby give notice that I intend to apply, under the provisions of the Statutes 25 Geo. II., chap. 36, or 6 and 7 Vict., chap. 68, and 51 and 52 Vict., chap. 41, to the London County Council, for a Licence for (*d*) _____ to be carried on within the house or premises situated at (*e*) _____ in the Parish of (*f*) _____ in the London County Council Electoral Division of (*g*) _____ and in the Metropolitan Police Division (*h*) _____ and known as the (*i*) _____ and now in my occupation; and I further give notice that such application will be made at a meeting of the Theatres and Music-halls Committee of the said Council, sitting as the Licensing Committee, to be held on or about the 10th day of November next.

Signature of Applicant.

N.B.—The Council does not recognise any special agent or other intermediary in regard to applications made for licences or transfer of licences. No person other than the agent of the particular applicant is therefore entitled to make any charge in regard thereto.

(*a*) Insert "Music" or "Music and Dancing," or "Stage Plays" (if outside jurisdiction of Lord Chamberlain).

(*b*) Insert Christian name and Surname of applicant.

(*c*) Insert place of residence.

(*d*) Insert "Music," or "Music and Dancing," or "Stage Plays."

(*e*) Insert situation of premises.

(*f*) Insert name of Parish.

(*g*) Insert Electoral Division.

(*h*) Insert letter of Police Division.

(*i*) Insert name of premises.

REGULATIONS AS TO THEATRES UNDER JURISDICTION OF LORD CHAMBERLAIN.

1. All doors and barriers to open outwards, or to be fixed back during the time when the public are within the Theatre.

2. All gangways, passages, and staircases, intended for the exit of the audience, to be kept entirely free from chairs or any other obstructions, whether permanent or temporary.

3. An ample water supply with hose and pipes to be available to all parts of the House, where possible on the high-pressure main.

4. All fixed and ordinary gas-burners to be furnished with efficient guards. Movable and occasional lights to be, where possible, protected in the same manner, or put under charge of persons responsible for lighting, watching, and extinguishing them. A separate and independent supply of light for the stage and auditory.

No white metal gas pipes to be used in the building.

5. The footlights or floats to be protected by a wire guard. The first ground-line to be always without gas, and unconnected with gas, whether at the wings or elsewhere. Sufficient space to be left between each ground-line, so as to lessen risk from accident to all persons standing or moving among such lines.

6. The rows or lines of gas-burners at wings to commence 4 feet at least from the level of the stage.

7. Wet blankets or rugs, with filled buckets or water-pots to be always kept in the wings; and attention to be directed to them by placards legibly printed or painted, and fixed near them. As in Rule 4, some person to be responsible for keeping the blankets, buckets, &c., ready for immediate use.

8. Hatchets, hooks, or other means to cut down hanging scenery in case of fire to be always in readiness.*

*NOTE.—The Committee of the House of Commons in their Report on Fires in Theatres in 1877 recommend, "with respect to the daily manage-
"ment of the Theatre, naked lights should be protected; inflammable
"materials should not be allowed to be placed where they are likely to
"catch fire; the hose and other apparatus should be maintained in good
"order; the passages should be kept clear, and a plan settled beforehand
"of what should be done in the case of a fire or panic, each of the
"employés being instructed as to the place he is to take, and the duties
"he is to perform, and all being occasionally drilled together for the
"purpose."

9. The regulations as to fire to be always posted in some conspicuous place, so that all persons belonging to the Theatre may be acquainted with their contents. A report of any fire, or alarm of fire, however slight, to be at once sent to the Lord Chamberlain's Office.

10. Counter weights, where possible, to be carried to the walls of the building, and cased in. The ropes attached to them to be constantly tested.

11. An annual inspection is made of all Theatres. It is expected that all alterations suggested for the safety and convenience of the public will be carried out before the issue of the Annual Licence.

12. No structural alterations to be made in the Theatre without the sanction of the Metropolitan Board of Works. Plans of such alterations to be sent to the Lord Chamberlain's Office.

13. A copy of every new piece, or alterations of old pieces intended to be produced, to be forwarded for Licence to the Examiner of Plays seven clear days before such intended production. No alteration of the text when licensed for representation to be permitted without sanction.

14. Copies of all Play Bills to be sent to the Lord Chamberlain's Office every Monday, and whenever a change of performance is announced.

15. Notice of the change of title of a piece to be given to the Examiner of Plays.

16. The name and private address of the actual and responsible manager to be printed in legible type at the head of each bill.

17. Admission to be given at all times to authorised officers of the Lord Chamberlain's Department, and of the Police.

18. No profanity or impropriety of language to be permitted on the stage.

19. No indecency of dress, dance, or gesture to be permitted on the stage.

20. No offensive personalities or representations of living persons to be permitted on the stage, nor anything calculated to produce riot or breach of the peace.

21. No exhibition of wild beasts or dangerous performances to be permitted on the stage. No women or children to be hung from the flies, nor fixed in positions from which they cannot release themselves.

22. No masquerade or public ball to be permitted in the Theatre.

23. No encouragement to be given to improper characters to assemble, or to ply their calling in the Theatre.

24. Refreshments to be sold in the Theatre only during the hours of performance, only to the audience and company engaged in the

house, and only in positions which do not interfere with the convenience and safety of the audience.

25. No smoking to be permitted in the auditorium.

26. Theatre Licences are granted for one year, from the 29th September. Licences are granted also for shorter periods, but all Licences cease on the day above-mentioned.

27. No public entertainment to be given in the Theatre on the days excluded from the Licence.

28. Applications for Licences, with the names and addresses of the actual and responsible Manager and of his two proposed sureties, who must be resident householders and ratepayers, must be forwarded to the Lord Chamberlain's Office seven clear days before the day for which the Licence is required.

29. Theatre Licences are granted, after consultation with the Metropolitan Board of Works so far as the structural condition of the Theatres is concerned, only for buildings in which the above Regulations can be carried out, and on the express condition that these and every other reasonable and practicable precaution against fire or the dangers arising therefrom are adopted.

30. The Manager is held solely and entirely responsible for the carrying out of the above Regulations, for the management of his Theatre before and behind the curtain, and for the safety of the public and the members of his company.

31. All exits from the Theatre must be plainly indicated by Placards, and kept always available for the use of the Audience.

32. The service of light for the Auditorium and Entrance Passages must be separate from that for the Stage.

BY ORDER OF THE LORD CHAMBERLAIN.

LORD CHAMBERLAIN'S OFFICE,
ST. JAMES'S PALACE.

REGULATIONS FOR THE BETTER PROTECTION AGAINST ACCIDENTS BY FIRE AT THEATRES LICENSED BY THE LORD CHAMBERLAIN.

I.

All fixed and ordinary GAS-BURNERS to be furnished with efficient Guards. Movable and occasional Lights to be, when possible, protected in the same manner, or put under charge of persons responsible for lighting, watching, and extinguishing them. No white metal gas pipes to be used in the Building.

II.

The FOOTLIGHTS or FLOATS to be protected by a Wire Guard. The first Ground-Line to be always without Gas, and unconnected with Gas, whether at the Wings or elsewhere. Sufficient space to be left between each Ground-Line, so as to lessen risk from accident to all persons standing or moving among such lines.

III.

The rows or lines of GAS-BURNERS at Wings to commence Four Feet at least from the level of the Stage.

IV.

WET BLANKETS or RUGS, with FILLED BUCKETS or WATER-POTS, to be always kept in the Wings; and attention to be directed to them by PLACARDS legibly printed or painted, and fixed immediately above them. As in Rule I., some person to be responsible for keeping the Blankets, Buckets, &c., *ready for immediate use.*

V.

HATCHETS and HOOKS to be in readiness to cut down hangings, scenery, &c., *in case of Fire.*

VI.

These REGULATIONS to be always posted in some conspicuous place, so that all persons belonging to the Theatre may be acquainted with their contents; every Breach or neglect of them, or any act of carelessness as regards Fire, to be punished by Fines or Dismissal by the Managers.

LORD CHAMBERLAIN.

LORD CHAMBERLAIN'S OFFICE,
ST. JAMES'S PALACE.

FORM OF LORD CHAMBERLAIN'S LICENCE AND BOND TO BE GIVEN BY MANAGER.

I DO HEREBY give Leave and Licence unto _____ to have Stage Plays performed at _____ situate in the Parish of _____ in the County of _____ upon every day during the currency of this Licence, with the exception of The Lord's Day (commonly called Sunday), Christmas Day, and Good Friday, upon the understanding that the above-named Actual and Responsible Manager shall be subject to the Rules and Regulations annexed to this Licence.

This Licence will remain in force from the _____ until the _____ inclusive, unless at any time during such period the above-named _____ shall wilfully infringe any of the Rules and Regulations annexed to this Licence.

In case of any such infringement being committed, this Licence shall forthwith be determined, and be of no effect.

Given under my Hand and Seal this____ day of _____ 18 ___In the_____Year of Her Majesty's Reign.

LORD CHAMBERLAIN.

KNOW ALL MEN by these Presents, that WE _____ _____ are severally held and firmly bound unto The Lord Chamberlain of Her Majesty's Household for the time being in the several sums of money following, that is to say, the said _____ in the sum of Three hundred pounds of lawful money of Great Britain, the said _____ in the sum of Fifty pounds of like lawful money, and the said _____ in the sum of Fifty pounds of like lawful money, such sums to be respectively paid to the said Lord Chamberlain, or his attorney, executors, administrators, or assigns, for which several payments, so to be well and truly made by us respectively, we bind ourselves respectively and our respective heirs, executors, and administrators firmly by these presents, sealed with our seals.

Dated this_____ day of September in the year of our Lord 189 .

WHEREAS under or by virtue of a certain Act of Parliament made and passed in the 6th and 7th years of the reign of Queen Victoria, entitled, "An Act for regulating Theatres" the Lord Chamberlain of Her Majesty's Household for the time being is empowered to grant Licences for Theatres within the limits therein mentioned, and is also given certain jurisdiction over such Theatres and the Performances therein. And the Manager for the time being of any such Theatre is thereby required to do or abstain from doing certain Acts therein specified, and other provisions are therein contained for carrying into effect the purposes of the said Act, and certain penalties to be awarded, recovered and paid, together with costs as therein mentioned, are thereby imposed for the breach of any of the requisitions or provisions of the said Act. And it is thereby, amongst other things, enacted that no such Licence for a Theatre shall be granted by the Lord Chamberlain to any person except the actual and responsible Manager for the time being of the Theatre in respect of which the Licence shall be granted. And such Manager shall become bound himself in such penal sum as the Lord Chamberlain shall require, being in no case more than Five hundred pounds, and two sufficient sureties to be approved by the said Lord Chamberlain, each in such penal sum as the Lord Chamberlain shall require, being in no case more than One hundred pounds, for the due observance of the rules which shall be in force at any time during the currency of the Licence for the regulation of such Theatre, and for securing payment of the penalties which such Manager may be adjudged to pay for breach of the said rules or any of the provisions of the said Act. AND WHEREAS the above named Lord Chamberlain, as such, for the time being hath granted a Licence to the above bounden_____ _____as the actual and responsible Manager for the time being of the Theatre called The_____ Theatre situate in the parish of Saint_____ in the County of_____within the limits of the said Lord Chamberlain's jurisdiction, under the said recited Act, for keeping open such Theatre from the Twenty-ninth day of September, 189 until the Twenty-eighth day of September, 189 according to the provisions of the said Act. AND WHEREAS pursuant to the provisions in that behalf contained in the said recited Act, the said Lord Chamberlain, as such, hath required that the above written Bond or Obligation shall be entered into and executed, and he has approved of the above bounden_____as sufficient sureties to join therein with the said_____

NOW THE CONDITION of the above written Bond or Obligation is, that if the said_____ do and shall, from time to time, and at all times during the continuance or currency of the Licence so granted to him for keeping open the Theatre called The_____ _____Theatre as aforesaid, duly and regularly observe,

perform and obey all and every the rules and regulations which now are or at any time or times during the continuance or currency of such Licence shall be enjoined or imposed by the Lord Chamberlain of Her Majesty's Household for the time being, or otherwise in existence or force for the regulation of such Theatre, and also do and shall well and truly pay or cause to be paid all and every the penalties or sums or sum of money which he the said _____ _____ shall be at any time or times hereafter awarded or adjudged to pay for or on account of the breach or non-performance of all or any of such rules or regulations, or all or any of the provisions of the said recited Act of Parliament for regulating Theatres, according to any such award or judgment, together with the costs attending the same, then and in such case the above written Bond or Obligation to be void, but otherwise to be and remain in full force.

Signed, Sealed, and Delivered, in the presence of _____

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