

**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**

Published @ 2017 Trieste Publishing Pty Ltd

ISBN 9780649514397

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 by A. A. Strong

Except for use in any review, the reproduction or utilisation of this work in whole or in part in any form by any electronic, mechanical or other means, now known or hereafter invented, including xerography, photocopying and recording, or in any information storage or retrieval system, is forbidden without the permission of the publisher, Trieste Publishing Pty Ltd, PO Box 1576 Collingwood, Victoria 3066 Australia.

All rights reserved.

Edited by Trieste Publishing Pty Ltd.
Cover @ 2017

This book is sold subject to the condition that it shall not, by way of trade or otherwise, be lent, re-sold, hired out, or otherwise circulated without the publisher's prior consent in any form or binding or cover other than that in which it is published and without a similar condition including this condition being imposed on the subsequent purchaser.

www.triestepublishing.com

A. A. STRONG

**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**

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

A. A. STRONG, LL.B. (LONDON)

SOLICITOR

LONDON

PUBLISHED AT 'THE ERA' PUBLISHING OFFICE

49 WELLINGTON STREET, STRAND, W.C.

1898

HARVARD COLLEGE LIBRARY
FROM
THE BEQUEST OF
EVERT JANSEN WENBELL

1918
The 365.54

PRINTED BY
SPOTTISWOODE AND CO., NEW-STREET SQUARE
LONDON

THIS WORK IS DEDICATED

BY EXPRESS PERMISSION

TO

EDWARD LEDGER, ESQ.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for ensuring transparency and accountability in financial operations.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support informed decision-making.

3. The third part of the document focuses on the analysis and interpretation of the collected data. It discusses the various statistical and analytical tools used to identify trends, patterns, and anomalies in the data.

4. The fourth part of the document discusses the importance of communication and reporting in the context of data analysis. It emphasizes the need for clear and concise communication of findings to stakeholders and the importance of regular reporting.

5. The fifth part of the document discusses the challenges and limitations of data analysis. It highlights the need for careful consideration of the limitations of the data and the potential for bias or error in the analysis.

6. The sixth part of the document discusses the future of data analysis and the role of emerging technologies. It highlights the potential of artificial intelligence, machine learning, and big data to revolutionize the field of data analysis.

7. The seventh part of the document discusses the ethical considerations of data analysis. It emphasizes the need for transparency, accountability, and respect for privacy in the collection and use of data.

8. The eighth part of the document discusses the importance of data security and the need for robust security measures to protect sensitive information. It highlights the potential risks of data breaches and the importance of regular security audits.

9. The ninth part of the document discusses the importance of data governance and the need for clear policies and procedures to govern the use of data. It highlights the need for regular reviews and updates to data governance policies.

10. The tenth part of the document discusses the importance of data literacy and the need for training and education to ensure that all employees are equipped with the skills and knowledge to effectively use data.

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. Any information as to decisions from time to time given in courts of law on theatrical topics will be welcomed.

A. A. S.

4 EASTCHEAP,
LONDON, E.C. :
January 1898.

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

1000

1000 1000 1000 1000

CONTENTS.

	PAGE
PREFACE	v
TABLE OF CASES	xi
CHAPTER I.	
CONTRACTS IN GENERAL.	
Meaning of Contract—Verbal Contract—Consideration—Variation of Written Contracts—Contracts made by Letters—Contracts made by Agents—Determination of Contract—Mistake—Misrepresentation—Fraud—Stamps on Contract	1
CHAPTER II.	
THEATRICAL CONTRACTS.	
Dangers of Unlicensed Theatres— <i>De Begnis v. Armistead</i> —Form of Contract between Manager and Actor—Illness of Actor—When it excuses him from Performance— <i>Bettini v. Gye</i> — <i>Poussard v. Spiers and Pond</i> —Manager's Rights— <i>Robinson v. Davison</i> —Drunkenness no Excuse—Incompetence of Actor— <i>Harley v. Henderson</i> —Fines and Forfeits— <i>Graddon v. Price</i>	4
CHAPTER III.	
THEATRICAL CONTRACTS (continued).	
Performing on Sunday— <i>Kelly v. London Pavilion, &c.</i> —Custom of Profession— <i>Grant v. Maddox</i> — <i>Fechter v. Montgomery</i> —Fame part of Consideration—Meaning of "Season"— <i>Montague v. Flocton</i> —Re-engagement— <i>Robey v. Arnold</i> —"Starring"—Causing an Artiste to break his Contract—Contracts with Infants— <i>De Francesco v. Barnum</i> —Dangerous Performance Acts of 1879 and 1897—Licence to employ Child at Theatre, &c.	20
CHAPTER IV.	
INJUNCTIONS AND DAMAGES.	
Specific Performance of Personal Services—To obtain Injunction there must be Negative Clause in Contract— <i>Lumley v. Wagner</i> —Party applying for Injunction must have performed his part— <i>Grimston v. Cunningham</i> —Injury Irreparable— <i>Mapleson v. Bentham</i> —Liquidated Damages—Previous Compromise—Acquiescence—Injunctions irrespective of Contracts—Nuisance—Libel—Interim Injunction—Disobeying Injunction—Action for Damages—What damages can be recovered—None for injury to feelings—Except in actions for Tort—Breach of Promise to Marry—Damages must not be too remote	34