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Musician**



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A. F. of L. Leaders Condemn Lea Act

Although repeal of the Taft-Hartley Act was rightfully a major topic of discussion at the recent convention of the American Federation of Labor in Cincinnati, musicians will be interested to know that the iniquitous Lea Bill was not forgotten in the deliberations concerning corrective legislation by the forthcoming Congress.

In an extension of his annual report to the convention, President William Green had this to say concerning the Lea Act:

... "It is the purpose and policy of the American Federation of Labor to include in its legislative program a demand upon the Eighty-first Congress to repeal the notorious Lea Bill. . . .

"I am not sure that all of the members of our great movement are acquainted with the vicious provisions of this highly objectionable legislation, but perhaps you will understand it when I say that the Lea Bill applies in the radio industry in about the same manner as the Taft-Hartley Law applies generally in industry. The Lea Bill in the radio industry is considered just as objectionable by all connected with it as the Taft-Hartley Bill is to all of us.

"It makes it well-nigh impossible for these splendid organizations established in the growing, expanding radio industry to function as trade unions. Of course, these people subject to

Cincinnati Convention Asks Congressional Repeal of the Statute Passed in 1946.

the provisions of this reprehensible statute understand it much better than those employed in the production industries."

On the fourth day of the convention AFL's General Counsel Albert Woll condemned the Lea Act in his discussion of needed legislative action and paid compliment to your Federation President for his "courageous effort" to nullify it in the courts. Mr. Woll said, in part:

"In its report to you at the last convention the Executive Council called attention to three cases then in the process of court litigation. One case involved a criminal prosecution instituted by the Government against the President of the American Federation of Musicians, James C. Petrillo, as a result of his attempt to test the legality of certain provisions of the Lea Act, restricting labor in the field of radio broadcasting. At the time of the 1947 report, the Supreme Court of the United States had refused to pass upon the principal constitutional issues raised and had

returned the case to the District Court for trial. Since then, this trial was held and resulted in a finding by the District Judge that the President of the American Federation of Musicians had not violated the law.

"The courageous effort by the President of the American Federation of Musicians, who did not hesitate to place himself within the shadow of prison walls when the interests of the Musicians' Union was threatened, requires that we examine and weigh this Lea Act. Upon examination, we find that it, too, in its sphere of application—the broadcasting industry—constitutes a direct assault on free trade unionism. It proscribes specific union activities which are addressed to the legitimate end of enhancing the professional musician's employment opportunities. It does this by restricting direct attempts to increase employment, by interfering with efforts to preserve jobs against less expensive competition of amateurs and others and by prohibiting employee resistance to the destructive competition of mechanical devices which the employee himself makes. This piece of legislation, which throws the sovereign power of our national government in support of the owners of a single favored industry, in opposition to the welfare of the working men and women in that industry, confounds common justice and deserves condemnation."

Trust Agreement with Record Companies

On page 8 President Petrillo gives a full account of the signing of the agreements with the Recording and Transcription Companies; pictures of the events are also on that page.

THIS AGREEMENT, made and delivered in the City of New York, State of New York, the 14th day of December, 1948, by and between Capitol Records, Inc., Columbia Records, Inc., Dana Music Co., Inc., Decca Records, Inc., DeLuxe Record Company, Inc., King Records, Inc., Loew's, Inc., Mercury Record Corp., National Sound Corporation, Radio Corporation of America, Seva Records Corporation, and such other persons, firms, corporations, associations and others engaged in the manufacture of phonograph records as shall hereafter agree to the terms and conditions hereof by executing and delivering a counterpart of this agreement in the manner herein provided (herein referred to as "first parties"), and Samuel R. Rosenbaum (herein referred to as the "Trustee"),

WITNESSETH:

Whereas, the first parties desire to create the Trust herein contained and each first party has

Similar Agreement with Transcription Companies Follows This, on Page 34.

executed and delivered this agreement and has assumed the duties and obligations by each such first party to be performed hereunder; and

Whereas, the Trustee, having been designated by such first parties collectively, is willing to accept such Trust in accordance with the request of each such first party and to perform the duties on the Trustee's part to be performed hereunder, in a manner based solely upon the public interest and pursuant to the terms hereof;

Now, therefore, in consideration of the premises of the mutual covenants herein contained, of the undertakings assumed herein by the Trustee at the request of the first parties, it is agreed as follows:

1. Each first party, simultaneously with the execution and delivery hereof, has paid to the Trustee an amount which such first party estimates to be equal to 33 1/3% of the payment which, on February 14, 1949, will become due from such first party to the Trustee pursuant to this agreement.

2. (a) Each first party agrees with each other first party and with the Trustee to pay to the Trustee for phonograph records which are pressed, manufactured, produced or reproduced, in whole or in part, from master records recorded between September 20, 1943, and December 31, 1947, inclusive, and between October 1, 1948, and December 31, 1953, inclusive, containing performances by instrumental musicians who are members of the Federation hereinafter referred to, and which at any time since September 30, 1948, have been or shall be sold by such first party, or, subject to the provisions of subsection "(f)" of this paragraph "2" by lessees, licensees, assignees, or other users of such master records, deriving title, lease, license or permission thereto, by, from or through such first party, by operation of law or otherwise, additional amounts, computed on the basis of net sales, equal to the following:

(i) 1% of the manufacturer's suggested retail price of each record, when such price does not exceed \$1.00;

(ii) 1 1/2% of the manufacturer's suggested retail price of each record, when such price is more than \$1.00 but does not exceed \$1.25;

(iii) 2 1/2% for each record, the manufacturer's

(Continued on page sixteen)

Labor Agreement on Recordings

Gentlemen:

In consideration of the mutual covenants herein contained, of your promise fully and faithfully to perform each and every term, condition, and covenant on your part to be performed pursuant to that certain agreement, dated December 14, 1948, which you are executing and delivering simultaneously herewith, by and among you and others engaged in the manufacture, sale, and other exploitation of phonograph records, as first parties, and Samuel R. Rosenbaum, as Trustee (herein referred to as the "Trust Agreement"), and of other good and valuable considerations, it is agreed that you may employ members of the American Federation of Musicians of the United States and Canada (herein referred to as the "Federation") in the recording of phonograph records (herein sometimes called "recordings") upon the following terms and conditions:

1. We shall exercise full authority in order that our locals and members of the Federation engaged in such recording activities shall do nothing in derogation of the terms and intent of this agreement.

2. You shall not require, request, induce, or in any manner attempt to influence any member of the Federation to play, or perform for recordings, or render services pertaining thereto, except as permitted by this agreement.

3. You shall pay instrumental musicians for the services rendered by them in the making of recordings such sums as you may agree upon with them, but which in no event shall be less than Federation scale, a schedule of which is annexed hereto as Exhibit "A."

4. Following the execution of this agreement, you shall promptly furnish to the Federation a copy of all your record catalogues requested by

us, and a schedule of your manufacturer's suggested retail prices for each record in your catalogue, and thereafter from time to time, a schedule listing all amendments and additions thereto, as and when established.

5. At end of each month you shall advise the

Federation of all recordings made by you during such month, of the serial or other number thereof, and of any additional information in connection with any such recording which we may reasonably require. Upon request by the Federation

(Continued on page thirty-six)

SCALES — EXHIBIT "A"

PHONOGRAPH RECORDINGS

For three (3) hours of recording, not more than four (4) 10-inch master records, each record containing not more than 3½ minutes of recorded music..... \$41.25

For three (3) hours of recording, not more than three (3) 12-inch master records, each record containing not more than five (5) minutes of recorded music..... 41.25

PHONOGRAPH RECORDINGS BY SYMPHONY ORCHESTRAS

For two (2) hours' recording, not to exceed forty (40) minutes' playing time in each hour, per man..... \$38.50

The intermission for symphonic recordings to be divided by the contractor so as not to interrupt proper recording of symphonic works.

For each additional one-half hour or fraction of one-half hour in which playing time must not exceed twenty (20) minutes, per man..... 9.63

The prices and conditions for symphony recordings are predicated on the fact that the

Overtime directly following a basic recording session of three (3) hours, for each one-half hour or fraction thereof..... 13.75

During each half-hour or fraction of overtime only one 10-inch or 12-inch side of a recording may be completed or made, as the case may be.

Contractor to receive double price.

orchestra had rehearsed numbers in their repertoire and therefore needed no rehearsal for recordings. However, if rehearsals for recording are made on the same day or the day before the recording, then the National rehearsal price must be paid in addition to the recording price except when part of the forty (40) minutes in each hour provided for recording is utilized for rehearsal; then no extra charge can be made for such rehearsal. Rehearsal, per man, per hour..... \$13.75
Overtime, per man, per fifteen (15) minutes or fraction thereof..... 4.13
Leader or contractor, double.

Labor Agreement on Transcriptions

Gentlemen:

In consideration of the mutual covenants herein contained, of your promise fully and faithfully to perform each and every term, condition, and covenant on your part to be performed pursuant to that certain agreement, dated December 20, 1948, which you are executing and delivering simultaneously herewith, by and among you and others engaged in the manufacture, sale, and other exploitation of electrical transcriptions, as first parties and Samuel R. Rosenbaum, as Trustee (herein referred to as the "Trust Agreement"), and of other good and valuable considerations, it is agreed that during the term of this agreement, you may employ members of the American Federation of Musicians of the United States and Canada (herein referred to as the "Federation") in the recording of electrical transcriptions (herein sometimes called "recordings") upon the following terms and conditions:

1. We shall exercise full authority in order that our locals and members of the Federation engaged in such recording activities shall do nothing in derogation of the terms and intent of this agreement.

2. You shall not require, request, induce, or

SCALES — EXHIBIT "A"

THE FOLLOWING PRICES APPLY TO ALL ELECTRICAL TRANSCRIPTIONS

For each fifteen (15) minutes (or less) of recorded music, to be on one side of a disc, with or without commercial continuity or announcements, the rehearsing and recording of which does not exceed one (1) hour, per man..... \$27.00

If fifteen (15) minutes of recording is finished and additional recording is made, then for each five (5) minutes or less of recorded music, per man, extra..... 9.00

For each such extra five (5) minutes of recorded music, twenty (20) minutes may be used for recording and rehearsal.

Leader, double price.

Overtime in rehearsals only, for each fifteen (15) minutes or less, per man..... \$4.50

in any manner attempt to influence any member of the Federation to play, or perform for recordings, or render services pertaining thereto, except as permitted by this agreement.

3. You shall pay instrumental musicians for the services rendered by them in the making of recordings such sums as you may agree upon with them, but which in no event shall be less than Federation scale, a schedule of which is annexed hereto as Exhibit "A."

4. Following the execution of this agreement, you shall promptly furnish to the Federation a copy of all your electrical transcription catalogues requested by us, and thereafter from time to time, a schedule listing all amendments and additions thereto, as and when established.

5. At the end of each month you shall advise the Federation of all recordings made by you during such month, of the serial or other number thereof, and of any additional information in connection with any such recording which we may reasonably require. Upon request by the Federation, you shall promptly furnish to it a copy of any such recording, including any made or pressed by you in Canada.

(Continued on page thirty-nine)

Opinions on the Legality of

from the Attorney-General of the United States

The Secretary of Labor, Maurice J. Tobin, on December 13th sent identic letters as follows to the legal counsel of eight recording companies, and to the attorneys for the American Federation of Musicians, Poletti, Diamond, Freidin and Massey. The Secretary of Labor enclosed the opinions of the Attorney General and of the Solicitor of Labor as to the legality of the Trust and Labor Agreements with the Phonograph Recording Companies. This correspondence is here printed in full, as of great current interest to members of the Federation:

DEPARTMENT OF LABOR
Office of the Secretary
Washington, D. C.

December 13, 1948.

Gentlemen:

This will acknowledge receipt of your memorandum of December 1, 1948, concerning the proposed Trust Agreement and Labor Agreement which have been under negotiation in the Phonograph Recording Industry.

I am transmitting to you herewith a copy of a memorandum opinion dated December 10, 1948, given to me by the Solicitor of Labor, my letter of even date to the Attorney General of the United States, and a letter to me from the Attorney General dated December 13, 1948, expressing his agreement with the conclusions reached by the Solicitor of Labor. This exchange of correspondence is, I believe, self-explanatory in reference to the questions raised by your memorandum.

Yours very truly,

/s/ MAURICE J. TOBIN,
Secretary of Labor.

Enclosures

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Attorneys for American Federation of
Musicians of the United States and Canada
598 Madison Avenue, New York, N. Y.

OFFICE OF THE ATTORNEY GENERAL
Washington, D. C.

December 13, 1948.

The Honorable
The Secretary of Labor
My Dear Mr. Secretary:

I refer to your letter of December 10, 1948, with reference to the proposed Trust Agreement and Labor Agreement which have been under negotiation in the phonograph recording industry, and enclosing a memorandum of the Solicitor of your Department concerning their legality under the Labor-Management Relations Act, 1947.

The memorandum examines in some detail the terms of these agreements, and gives particular consideration to the prohibition in Section 302 of the Labor-Management Relations Act, 1947, against payments to a "representative" of employees. Your Solicitor concludes:

"If the Trustee should in fact become a representative of employees by his own actions, it would, of course, be a breach of the Trust Agreement. In this connection I am informed that the recording companies have already indicated their choice of a trustee, who from the information available appears to be an individual unaffiliated with the Federation capable of discharging his duties impartially and effectively.

"Under all the circumstances it is my opinion that the Trust Agreement does not conflict with the Labor-Management Relations Act, 1947."

I think we are entitled to assume that these agreements will be carried out in good faith, according to their terms. On that assumption, and on the basis of the careful consideration which has been given to the matter in this Department as well as in the Department of Labor, I am prepared to express my agreement with the conclusions reached by your Solicitor.

With kind personal regards,

Sincerely yours,
/s/ TOM C. CLARK,
Attorney General.

Further Enclosures

DEPARTMENT OF LABOR
Office of the Secretary
Washington, D. C.

December 10, 1948.

The Honorable
The Attorney General
My Dear Mr. Attorney General:

This is in reference to our recent conversations and the discussions of members of our Department, concerning the proposed Trust Agreement and Labor Agreement which have been under negotiation in the Phonograph Recording Industry. I understand that the parties have placed the situation before you, just as they have

with me, in an effort to receive guidance as to the legality of the Trust Agreement under Section 302 of the Labor-Management Relations Act, 1947.

I realize that it is hardly possible for you, as Attorney General, to give a definite or final answer at this time with regard to the many questions arising under Section 302. However, I think it is in the interest of good labor relations for me to write to you at this time to submit to you the views of the Solicitor of Labor so that I may have your advice as to conclusions he has reached.

The Trust Agreement referred to, a copy of which is attached, provides for the payment by the employers in question to a Trustee of certain percentages of the sales price of phonograph records produced by employees who are union members during the periods between September 20, 1943, and December 31, 1947, and between October 1, 1948, and December 31, 1953. The Trustee is to expend the funds so collected on musical performances where no admission fee is to be charged and without any profit to the trust fund, in connection with patriotic, charitable, educational and similar programs. The purpose of the fund is to provide employment for unemployed instrumental musicians, whether or not members of the union, and thereby promote appreciation of instrumental music by the general public.

You will note that the Trust Agreement provides that the Trustee is to be designated by the recording companies, and successor trustees are to be selected by the Secretary of Labor. In the event, however, that applicable laws in the future should not prevent such action, the president of the union may then designate the successor trustee. The union is given certain limited rights and privileges with respect to the administration of the Trust Agreement, sometimes alone and sometimes in connection with other organizations as provided by paragraph 3, subsection (c), clauses (iv) and (v) of the Agreement. Of principal importance is clause (v) which requires union certification as to services received or contracted for, prior to any disbursement by the trustee.

In the light of the Agreement and the accompanying explanatory documents, the question which appears to require consideration is whether the trustee to be created by the Agreement is a representative of employees within the meaning of subsections (a) and (b) of Section 302, Labor-Management Relations Act, 1947. The Solicitor of Labor, in a memorandum which I attach, has concluded that this question should be answered in the negative.

I would appreciate such views as you may wish to express in this matter.

Respectfully,
/s/ MAURICE J. TOBIN,
Secretary of Labor.

Attachment

INTERNATIONAL MUSICIAN

of the Recording Agreements

and the Solicitor of the Department of Labor

December 10, 1948.

MEMORANDUM

To: The Secretary of Labor
 From: William S. Tyson, Solicitor
 Subject: Trust Agreement and Labor Agreement between Certain Phonograph Recording Companies and a Trustee

You have requested my opinion as to the legality, under the Labor-Management Relations Act, 1947, of a proposed Trust Agreement to be entered into between certain phonograph recording companies and a trustee as part consideration for the execution of a Labor Agreement between these companies and the American Federation of Musicians.

The Agreement provides for the payment by the recording companies to the Trustee of certain percentages of the sales price of phonograph records produced by members of the American Federation of Musicians between September 20, 1943, and December 31, 1947, and between October 1, 1948, and December 31, 1953 (par. 2). The Trustee is to expend the sum so collected in arranging and organizing the presentation of personal performances by instrumental musicians in areas throughout the United States and Canada in which various local unions of the Federation have jurisdiction. Such performances are to be rendered on such occasions and at such times and places, in connection with patriotic, charitable, educational and similar programs, without any profit to the trust fund, as in the judgment of the Trustee will contribute to the public knowledge and appreciation of music (par. 3). According to a memorandum accompanying the Trust Agreement, its underlying purpose is to provide employment for unemployed musicians, whether or not members of the Federation.

The Trustee is to be designated by the recording companies collectively, and successor trustees are to be appointed by the Secretary of Labor of the United States. Furthermore, it is specifically provided that the Trustee shall not be a representative of labor, or of any union or of employees, within the meaning of Section 302(b) of the Labor-Management Relations Act, 1947. It is further stated to be the purpose and intent of the parties that the Trustee shall not act as a representative of either the Federation or any of its members, and neither the Federation or any employees of the recording companies are given any rights with respect to the selection of the Trustee. If, however, the Labor-Management Relations Act, 1947, should be repealed, or amended, or otherwise changed so as to permit such action, then, and only then, may the president of the Federation designate the successor trustee (par. 6(c)). Other provisions of the Agreement will be discussed below so far as they are relevant.

Subsection 302(a) of the Labor-Management Relations Act, 1947, prohibits any employer,

under threat of criminal penalties, to make any payment of money to any "representative of his employees." Subsection 302(b) makes it a like offense for a "representative of any employees" to receive any money from the employer. The basic question raised by the Trust Agreement is whether the Trustee is a "representative" of the employees of the recording companies within the meaning of subsections 302(a) and 302(b) of the Act. Because of the conclusion reached herein, it is not necessary to consider whether the Trust Agreement provides for administration of the trust fund in a manner in conformity with the procedures laid down for permissible payments to employee representatives under Section 302(c)(5) of the Act.

In using the term "representative" in Section 302, it is, of course, clear that Congress had unions or union agents foremost in mind (Cong. Record, May 7, 1947, p. 4805, May 8, 1947, p. 4876). Aside from the limited meaning of the term indicated by the legislative history, it would not in any event seem that, under the Trust Agreement, there can be any question that the Trustee is not a representative of employees. The Trustee is designated in the first instance by employers, not by employees or representatives of employees. The Trust Agreement, in specifically stating that the Trustee shall not represent labor, or unions, or employees, would seem not only to preclude the appointment of a representative of employees or a union agent as trustee, but also to require the Trustee to refrain at all times from representing employees in carrying out the Trust Agreement. Since the union is given sole power to appoint the Trustee only after the Labor-Management Relations Act, 1947, is repealed or so revised as to permit such appointment, no question could be raised concerning

this provision, at least so long as Section 302 remains in its present form.

The Federation does, of course, have a very definite interest in and relation to the Trust Agreement and the operations of the Trustee. It is well to note, for example, that the Trustee must consult the Federation, among other groups and organizations, which are entitled to advise him. Also before making any disbursements the Trustee must receive the certification by the Federation that services have been received or contracted for, subject to the very real limitation that such certification shall not be withheld unreasonably, and the Trustee must furnish the Federation, as well as the recording companies, with a semi-annual statement and report. Moreover, a proposed Labor Agreement, to be entered into between the same recording companies and the Federation, provides that the Trust Agreement is one of the considerations for the Labor Agreement and that it is the intent of the parties that either both agreements, or no agreement, shall be executed.

The above indications of the relationship of the Federation to the Trust Agreement do not, however, affect the independence of the Trustee, who is directed to perform his functions "on the sole basis of the public interest" and can accept only such advice as is consistent with his duty not to represent employees. With respect to union certification prior to disbursement, it is believed that this device is merely to prevent erroneous payments. Actually it inures mainly to the benefit of the Trustee and his power to override any unreasonable conduct of the Federation clearly removes the latter from any position of control over his activities. Similarly, the fact that the Federation must be kept informed of the Trustee's operations through a semi-annual statement and report does not give the Federation a right of control over such operations.

As to the provisions of the proposed Labor Agreement, it would seem quite appropriate for them to be conditioned upon the signing of the Trust Agreement, in view of the very real interest of the Federation in the latter. This interest in achieving the salutary purpose of providing dignified employment for artists who might otherwise be unemployed does not indicate that the Federation controls the Trustee or that the Trustee represents employees where the Trust Agreement specifically provides against such control or representation.

If the Trustee should in fact become a representative of employees by his own actions, it would, of course, be a breach of the Trust Agreement. In this connection I am informed that the recording companies have already indicated their choice of a trustee, who from the information available appears to be an individual unaffiliated with the Federation capable of discharging his duties impartially and effectively.

Under all the circumstances it is my opinion that the Trust Agreement does not conflict with the Labor-Management Relations Act, 1947.

International Musician

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Signing the Recording Pact



After signing trusteeship agreement continuing free public music program (left to right): Frank White, President, Columbia Records and spokesman for recording industry; President Petrillo, and Col. Samuel R. Rosenbaum of Philadelphia, Trustee.



Following a short speech in which he extends to President Truman the season's heartiest greetings and wishes him a "Truman" New Year, President Petrillo leads a chorus of RCA-Victor stars singing, "I'm Just Wild About Harry."

AFTER several meetings between the recording and transcription companies and the International Executive Board, the leading recording companies signed, on December 14th, a trusteeship agreement and a labor contract that resulted in the immediate resumption of recording activities.

The labor contract is for a term of five years and the royalty payments under the trustee run in perpetuity.

The signing ceremonies followed by a day an opinion by Attorney-General Tom Clark, released by Secretary of Labor Maurice Tobin, that the plan originally proposed by the Federation complied with the Taft-Hartley Act.

The trustee, whose selection is favorably regarded by the Federation, is Samuel R. Rosenbaum, an attorney of Philadelphia, former president of Radio Station WFIL and currently a member of the board of the Philadelphia Symphony.

Under his direction musicians may be assured of impartial administration of the fund and the public may be assured that the same principles of public service that motivated the union will continue to govern expenditures for free music.

The basis for the settlement calls for the appointment of a trustee to whom the industry will pay the royalties for each record sold. These monies will be expended for the employment of musicians who, in turn, will give free music concerts throughout the United States and Canada. The agreement also provides that specific percentages of the gross monies received are to be expended in specified geographical areas in the United States and Canada.

There is a balance remaining from the sums received by the Federation before January 1, 1948. Subject to a decision by the International Executive Board, this money will keep the free music program going until the new trustee has

accumulated enough to start his own operation.

I was invited by RCA to join in with Perry Como, Marilyn Cotlow, Cloe Elmo, Thomas Hayward, Dorothy Kirsten, Jan Peerce, Gladys Swarthout, Ferruccio Tagliavini, Lawrence Tibbett, Fran Warren and Leonard Warren to make the first recording after the ban—"I'm Just Wild About Harry." Very appropriately, the



The Federation has prepared a booklet accounting for our stewardship of the money entrusted to us in the Recording and Transcription Fund. Entitled "Music For the People," the booklet is basically a description of the work done by our locals in carrying out a program of major cultural significance.

This booklet is being distributed to all locals, to members of the United States Congress and the Canadian Parliament, to leading officials from President Truman down, and to many other notables. Pages 24-27 of this issue of the "International Musician" reproduce many of the illustrations published in "Music For the People."

first recording was dedicated as a Christmas and New Year's salutation to the President of the United States.

In an introduction to the record and on behalf of Mr. Sarnoff, the assembled artists and members of the American Federation of Musicians, I made the following statement:

"Mr. President, it is a pleasure and a privilege to extend to you, on behalf of the 237,000 members of the American Federation of Musicians, the season's greetings. There is no one to whom we would rather help dedicate this first recording of 1948 than to you—a fellow musician and a great President.

"If you will pardon my rewording of a familiar wish, may I say to you: A MERRY CHRISTMAS AND A TRUMAN NEW YEAR."

Locals and officers are advised that members of the Federation are permitted to render services only to such companies that will become signatory to the above-mentioned agreements.

From time to time, as new companies sign these agreements, the Federation will keep the locals fully informed of such action. As of December 21, 1948, the following recording companies signed these agreements:

- Capitol Records, Inc.
- Columbia Records, Inc.
- Dana Music Co., Inc.
- Decca Records, Inc.
- King Records, Inc.
- Loew's, Inc. (MGM)
- Mercury Records Corp.
- National Sound Corporation
- Radio Corporation of America
- Seva Records Corporation
- Blue Note Records
- Caravan Records, Inc.
- Clef Recording Company
- Dial Records, Inc.
- Spiro Record Company
- General Publicity Service, Inc. (Magnolia Records)

Rather than elaborate further upon the specific provisions of either the trust agreement or the labor agreement, we are herewith publishing both for your information and guidance. The labor agreement is printed in full. The trust agreement is also printed in full with the exception of the geographical areas wherein the monies are to be expended. There are some seven hundred such geographical areas, which are quite voluminous and for that reason are not included herein.

A separate agreement was signed with the following transcription companies on Monday, December 20th, 1948:

Associated Program Service Division—
Musak Corporation
Capitol Records, Inc.
Empire Broadcasting Corporation
Lang-Worth Feature Programs, Inc.
National Broadcasting Company, Inc.
Radio Features of America
Towers of London, Ltd.
WOR Program Service, Inc.
World Broadcasting System, Inc.
Frederic W. Ziv Company

While the trust agreement with the transcription companies is the same as that with the recording companies, there is an additional part applying to transcriptions only, which we are printing herewith. We are also including the labor agreement with the transcription companies, which differs from the labor agreement with the recording companies due to the different nature of the work.

Faternally yours,
JAMES C. PETRILLO,
President.

A. F. of M. Music for Truman Inaugural

The Federation will play a major role in President Truman's pre-inaugural and inaugural on January 19th and 20th, respectively, in Washington, D. C.

President Petrillo has accepted an invitation to be National Music Chairman for these affairs and has also agreed, on behalf of the Federation, to provide music for the pre-inaugural entertainment as well as all of the music for the inaugural ball, which will take place January 19th and 20th, respectively.

Talent chairmen appointed for the East and West coasts are working with Mr. Petrillo to

President Petrillo Named National Music Chairman For President Truman's Pre-Inaugural & Inaugural. Will Handle Talent For Gala Celebration.

provide top stars of the screen, stage and radio for the two-and-a-half hour show at which President Truman and his official party will be honored guests. Acceptances have been received from a number of big "name" entertainers, and President Petrillo is personally directing the booking of bands. The Federation will have a musical float in the two-and-a-half hour parade that will precede the inauguration ceremony.

President Petrillo will make a detailed report of the entire situation in the next issue of the International Musician.

Federation Briefs---Conferences

At a meeting last October, it was decided to reactivate the Kansas State Musicians' Association. The following officers for 1948-49 were elected: President, Newton E. Jerome, Lawrence, Kansas; Vice-President, Wendell D.

Brown, Topeka, Kansas; Secretary-Treasurer, H. Kenneth Watson, Wichita, Kansas. Delegates from six locals were present, and ten locals are members of the organization.

After the motion was passed to reactivate the organization, another motion was passed that a meeting be held in Topeka in the Spring.

W. J. Sweatman of Brantford, President; Don Romanelli of Toronto, Vice-President; Ed. Charette of Montreal, Financial Secretary.

The next meeting will be held in Montreal, Quebec.

IN OUR NEXT ISSUE

Look for pictures covering musical events of the Truman Inauguration.

Robert Russell Bennett will write the first of a series of articles on orchestration problems.

Marion Bauer, well-known composer and author, is contributing the next article in the series on the repertory of American music. She will deal with piano music, basing her critical and interpretive views on a selective list.

H. W. Heinsheimer, of G. Schirmer's, recently made a trip to visit symphony orchestras in the Middle West. He will tell what he found out in a story, "Journey Among Orchestras."

William Kincaid, famous flutist with the Philadelphia Orchestra, will discuss in an interview the flute and flute-playing.

Charles O'Neill, well-known Canadian conductor, formerly of Quebec, now professor in the Royal Conservatory of Toronto, will write on "The Role of the Bandmaster."

A famous series of caricatures by Wilhelm Busch will show the piano virtuoso illustrating musical expression marks.

A most successful party and dance was held near Salisbury, Maryland, under the auspices of Local 44, when music was provided by a group consisting of several members of the Elliot Lawrence band and several from the Chuck Gordon band. It was felt that they went all out to please, in fact put on an even better performance than they would have presented before non-musical audiences. The Ocean City local has decided to make the party dance an annual affair.

When on October 24th the Conference of Eastern Canadian locals held its ninth meeting in Kitchener, Ontario, one of the largest delegations on record turned out, some fifty-five delegates and guests representing nineteen locals. Executive Officer Walter M. Murdoch represented the Federation, while the Province of Ontario was represented by William Sweatman of Brantford and the Province of Quebec by S. P. Dunlop of Montreal. Congratulations were extended Executive Officer Murdoch for his election by the Trades and Labor Congress of Canada to represent that body at the Trade Union Congress to be held next September in London, England. This is the first time a member of the Federation has been chosen for such a mission.

The incumbent officers were all re-elected:

If you want an Official Program of President Truman's Inaugural, for which President Petrillo is Music Chairman, use the following order form:

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CHARLES MUNCH

Munch Plays D'Indy

AS varied a program as we have heard this season anywhere, the concert of the New York Philharmonic-Symphony on December 19th left us with several distinct impressions, the most pronounced of which was that D'Indy's "Symphony on a French Mountain Song" is a grateful piece of music, fresh as the mountain it sings. The themes, clear and cool, were of a quivering beauty and rose out of the merging harmonies like stars claiming shape on the surface of a quieting pool. Phrases came from all directions at once, but the seeming disintegration was quelled by each simple and chaste air brought to focus by Charles Munch, conductor.

Modern works require the conductor's directing hand more than the older works, and Munch showed himself quite able to cope with this one, directing varied impulses into the central flow. In the final section, "Animé," when that strange wayward melody is set against piano and harp effects and the entire orchestra gently comments with unfolding chords, all comes out as good emotion. It is modern music knowing where it is going.

Munch never flurries, never rushes, never demonstrates. He was, throughout the Vivaldi Concerto Grosso in D minor, the precisionist, even when he allowed himself the lyrical gesture, even when he set the strings into great slashing tones. The Mozart was also neither over- nor under-conducted. Now and then he whipped the air with his baton, but there was power there, not mere stir.

Robert Casadesus in the Liszt Concerto in A major was a flame setting off small flares about him. From the first quivering trills a new mood was shaped. The Romantic era was on us. Now time to enjoy that sentimentality. Now time to revel in those tears. Liszt, we think, would have been pleased with this pianist, his roaring chords, his fleet, veiled sentiment, his flinging arpeggios. Leonard Rose completely swayed for the brief moment of his emergence in the cello solo. Casadesus afterward shook his hand, colleague-wise, to include him in the applause. It was fitting he did.

Speaking of Music:

French Music Festival

THROUGH all the immense variety of personal styles, the French music of the first half of this century has in common one quality which can best be called *sec*: dry like the best champagne. There is a preference for sparkle, gaiety, and the sort of polished wit heard in good after-dinner talk. The masters of the modern idiom in fact prefer the appearance of a conversational style, and are even willing to risk the appearance of discontinuity and the sudden turns and sallies that mark lively talk. Yet the French feeling for form triumphs over these hazards to continuity, and one never doubts that the composers know exactly what they are doing. These are the reflections which suggest themselves to a listener who has enjoyed the four sessions devoted to modern French music at the Juilliard School, from November 30th through December 3rd.

A Variety Show

The objective of the festival was to bring before the public, in a concentrated series, works representative of significant trends in French music of the twentieth century. In the four concerts works of fifteen composers were heard, and the types of music included orchestra, opera, chamber music, film, choral, and organ music and songs. Added to this variety of types was a diversity in the styles of the composers, proving that the writers of present-day France are far from being on a single track. They have developed ways of expression that are individual, sometimes daring and brilliant, and very often full of subtle or open humor. Generally speaking, French music of the twentieth century makes a pretty sharp break with the Romantic tradition. When Poulenc, Milhaud, Honegger or Auric use sentimental material, they do so with a kind of humorous objectivity, like Marcel Proust, contemplating the sentiments rather than yielding to them.

Chamber Music

The program of the first evening at Juilliard was devoted to chamber music, and opened with a performance of Darius Milhaud's ingratiating "La Cheminée du Roi René" for woodwind quintet. "Quatre Lieder" by the young composer, Daniel-Lesur, had delicate color. Albert Roussel's String Trio showed strength and fine craftsmanship. The highly individual Quintet for Wind Instruments, by René Leibowitz, differed from the other compositions both in style and in its twelve-tone technique. The last number, "Concertino da Camera for Saxophone and Eleven Instruments," by Jacques Ibert, has unpretentious charm, and was expertly performed by Vincent Abato, with Frederick Prausnitz conducting the ensemble.

Film Music, Piano Scores, and Opera

Film music by Erik Satie opened the second concert, and was heard in conjunction with the

showing of "Entr'acte," a film by René Clair. The picture, produced in 1924, served originally as an interlude between sections of the ballet, "Parade." Erik Satie's music for the film was witty and detached, and in perfect accord with the unique picture. The arrangement of the music for piano four-hands was by Milhaud, and Frederic Cohen and Frederic Waldman were the performers. Following the movie was the secular cantata, "Le Bal Masque," by Francis Poulenc, based on poems of Max Jacob. The piece was written for baritone and chamber orchestra, and was full of gaiety and sparkle. It received a fine performance by Warren Galjour, soloist, with the eight-piece orchestra under the direction of Frederic Waldman.

Darius Milhaud's brief opera, "Le Pauvre Matelot," with text by Jean Cocteau, was of a completely different character, being "A Lament in Three Acts." It was first presented twenty years ago in Paris, and in this version the English translation was by Lorraine Noel Finley. The opera was effectively staged in surrealist manner. Frederic Cohen was in charge of the stage direction, and the settings were designed by Frederick Kiesler. Frederick Waldman conducted the Juilliard Orchestra, Section II.

Recorder, Organ, and Choral Music

On the third evening Arthur Honegger's finely wrought Third Quartet was followed by seven charming pieces for recorder, written for the instrument by different composers, and performed by Suzanne Bloch and a recorder ensemble. Olivier Messiaen's "La Nativité du Seigneur," an over-extended work for organ, was presented by Vernon de Tar. In the second half of the program the Juilliard Chorus, under the direction of Robert Shaw, performed Poulenc's "Mass in G." This beautiful work was sensitively interpreted by the choir, and proved a highlight of the festival. Three songs of Debussy were also presented by the choir, Ralph Hunter conducting.

Orchestral Works

The final concert of the series featured works for orchestra, with the Juilliard Orchestra, Section I, performing under the direction of Jean Morel. Albert Roussel's Symphony No. 3, a work of vitality and brilliance, opened the program. Francis Poulenc's lively Concerto for Two Pianos was excellently performed by the soloists Beveridge Webster and David Garvey. The new symphonic composition "Orphee," by the 35-year-old Jean-Louis Martinet, received its first American performance. The work has three movements, programmatic in character, and vividly colored. The program concluded with "Divertissements sur un Theme Pastoral" by Gabriel Pierné.

Special mention should be made of the high quality of all performances, which were in the main handled by faculty members and student-artists of the Juilliard School. This contributed much to the success of the French Festival.

INTERNATIONAL MUSICIAN

Premieres and Classics

Hendl Plays Gibbons

THE new Suite for Orchestra, cobbled up from three of Orlando Gibbons' pieces orchestrated by Hershy Kay, which was given its New York premiere by the Philharmonic under Walter Hendl Saturday night, December 11th, is a pleasant curtain-raiser. Its first movement is a cornet voluntary with a long melodic line. The second movement, a madrigal, "Dainty Fine Bird," opens with a delicate statement by the violins; the theme is restated by oboes and flutes; then woodwinds and strings are interplayed. But the orchestration is somehow not truly reminiscent of the Tudor style; it is nowhere near as convincingly in the period manner as Vaughan Williams' handling of the theme by Thomas



WALTER HENDL

Tallis in the well-known Fantasia. One misses the artful cross-talk between the parts which is so characteristic of the madrigal form when turned to instrumental account. The last movement of the Suite, a Fantasia, draws on the full resources of the orchestra, and is agreeable enough. But if we are to have pastiche works of this kind, reviving the great age of English music, and reworking the themes of Gibbons, Byrd, and their contemporaries for modern orchestral use, by all means let us have them in the true flavor of that period; and that means in some other style than Delius-Elgar. The Gibbons-Kay suite will no doubt get some performances; but it is run-of-the-mill stuff.

Hendl's second number for the evening's program was Shostakovich's First Symphony. Hearing it once more, one was struck by the many self-evident tinkle-box passages, suitable for children's diversion; by the melodic tricks which resemble nothing so much as bird records; by the unprepared *fortissimi* and big bow-wow outbursts; by the sudden resort to kettle-drum

solos and long rolls on the tympani; and by the hurdy-gurdy and glockenspiel music of the second movement, alternating with rather saccharine *Schmalz* sounding like vulgarized Tchaikovsky. When Shostakovich wrote this work he was under the influence of the bandmaster style of Rimsky-Korsakov, which was still strong in the Moscow Conservatory tradition when the composer studied there.

Hendl gave the work a spirited reading, and made it amusing to listen to. Whether he had any mental reservations about its musical quality was hard to tell; for as always this conductor devoted his efforts strictly to putting over the music, rather than himself. He is no man-tosser. I thought I detected a slight satiric twist on one or two of the more banal concessions to proletarian taste—or lack of it.

The last work on the program was that old warhorse, the Tchaikovsky Piano Concerto No. 1, in B-flat minor, played by Hilde Somer, twenty-five-year-old pianist who came here from Vienna ten years ago. She performed the work with power, gusto, and bravura, and with the right kind of showmanship. Her attack was a bit jerky on the first movement, a fault accentuated by an excessive amount of body and head gyration; but she got into her stride with the second, and from then on to the end gave an admirable reading. Her style, accentuated to the full the many superb melodies in the Concerto—the "blind beggar tune" in the *allegro con spirito* movement; the old French song refrain which is the basis for the waltz movement played by cellos and violas in the second movement; and the Cossack dance tune in the finale.

Soloist and conductor were in close accord on the reading of the Concerto; and the result was the kind of show-piece that Tchaikovsky meant the work to be: an exciting dramatic dialogue between piano and orchestra.

Philharmonic in Newark

IT IS impossible to discuss an orchestral concert presided over by Bruno Walter, as was that of the New York Philharmonic-Symphony presented in Newark, New Jersey, December 14th, 1948, without dwelling first on the conductor himself. His stance is benign and compelling. His body is held erect, almost immovable. He gives directions with his finger-tips, with slight movements of his extended elbows, with his head, with his eyes, sometimes, it seems, simply with his mind. And that mind, that spirit, is more an entity on the podium, over the orchestra and audience, in the music, than his physical presence. It is present when he turns and bows with humbleness to the applause. It is present when he refashions compositions just as the composers conceived them.

The program was carefully constructed. The Vaughan Williams Fantasia on a Theme by



BRUNO WALTER

Thomas Tallis for Double String Orchestra which opened it was reminiscent of the chaste, two-dimensional harmonies of that sixteenth century organist. The choral singing of the violins, the pure tones of the cellos in unison, the resolutions, monumental and grave, bespoke a serenity which Walter neither over- nor under-played—just allowed to exist.

The Mendelssohn Overture and Scherzo from music to "A Midsummer Night's Dream" was given with clean line and pure tone. Think of *Schmalz* and then think of just the opposite and you have it.

The third work on the program, Richard Strauss' tone poem, "Death and Transfiguration," had that vibrancy which lent just the right contrast. It is a mood weaver, and Walter, a master in merging, controlling and patterning moods, quells storm as quickly as he invokes it, fuses whim into soul-stir, and resolves all into pure wonder. He makes one aware of the infinite scoring innovations of Strauss.

The final work, Brahms's Symphony No. 2 in D major, linked sonority and serenity to obtain that composer's characteristic sheen. Themes intertwined, as though Walter, a sort of psychic maypole, drew the orchestra choirs by invisible ribbons into patterns of tone.

Newark and the Griffith Music Foundation are to be congratulated on their consistent achievements in bringing the best to citizens through the years. The greats of all eras—Paderewski, Rachmaninoff, Toscanini—have filed across the platform of the Mosque Theatre. The concert of December 15th was a worthy addition to the list of outstanding events.

Founded in 1938 by Mrs. Parker O. Griffith, its president, the Foundation has as its aim the creation and endowment of a permanent symphony orchestra for Newark and the surrounding area. This orchestra would function on a year-round basis.

Further events of the Foundation's current series will include a concert by the Little Orchestra Society of New York under the baton of its conductor, Thomas Scherman, with Samson Francois, pianist, on January 13th.

New Symphony in Winnipeg

THREE thousand people turned out on December 16th to hear the first concert of the newly formed symphony orchestra in Winnipeg, Manitoba. The orchestra, made up of about fifty-five professional musicians and fifteen young players, was under the direction of its recently appointed conductor, Walter Kaufmann. The concert proved a triumph for both the director and his musicians, and marked the beginning of a new era of music in the Western city.

Walter Kaufmann, who is already widely known for his achievements both as a conductor and composer, has within a short period of time developed an orchestra that promises to become top-flight. Even though local citizens were prepared to hear something good in this first concert of the Winnipeg Symphony Orchestra, they did not expect the remarkable performance that was realized, and their response was heartening. As one of the critics put it: "It was indeed a fine beginning to a new chapter in Winnipeg's musical life. The city now knows for certain that it can't do without a permanent symphony orchestra—not so long as we have conductors like Mr. Kaufmann to guide it."

Opening number on the program was the "Prelude to Die Meistersinger," which was followed by Dvorak's "New World Symphony." Two works by the conductor-composer, "Dirge," and "Two Slavonic Dances," were performed. Another contemporary composition on the program was Samuel Barber's "Adagio for Strings."

Britten in Far West

BENJAMIN BRITTEN'S Piano Concerto No. 1 in D, extensively revised by the composer, was given its first American performance in the new version by Jacques Abern with the Salt Lake Symphony early in December. Mr. Abern played it again with the San Francisco Symphony under Pierre Monteux's baton on Thursday, December 16th. Of the performance our West Coast correspondent writes: "The artist, Jacques Abern, is young and vigorous . . . in fact, his technique is almost athletic, with a great deal of full-arm work. The concerto is fresh and vigorous, modern, and yet has much melody."

We note that Britten has taken out insurance, against conductors and critics alike, by providing his own running description of the concerto:

"The piano concerto No. 1, in D, was conceived with the idea of exploiting various important characteristics of the pianoforte, such as its enormous compass, its percussive quality, and its suitability for figuration; so that it is not by any means a symphony with pianoforte, but rather a bravura concerto with orchestral accompaniment. The four movements are simple and direct in form, but a brief description may be found helpful.

I

"*Allegro molto e con brio*: The pianoforte starts the first movement with an energetic leaping motif which sets the mood for its own side of the argument. This is the principal subject of the movement. The orchestra continues with a subsidiary phrase which reaches an angry climax in the alternation of two not very closely related chords—an idea which has, however, significance throughout the work. After some discussion the orchestra introduces hesitat-

ingly the second principal subject—a longer flowing tone on the woodwind. This the pianoforte mocks in brilliant fashion, and the orchestra tries to further its cause, with the tune (double *forte*, *largamente*) in the strings. The second section of the movement presents a grimmer aspect of this material.

II

"*Allegretto, alla valse*: The second movement, again in D, is quiet throughout, as if overheard from the next room. The viola solo and clarinet suggest the first tune and the pianoforte adds the chordal motif from the first movement as *codetta*. After a slightly more defined repetition, the pianoforte starts a running theme, supported by waltz-rhythms in the whole orchestra. This grows louder and louder and eventually the first waltz tune returns energetically and *forte*, as if the door had been slightly opened. But it is



BENJAMIN BRITTEN

soon shut again, and to the end of the movement the mood is that of the beginning. The chordal motif is used again and again rather ominously.

III

"*Impromptu*: A set of variations on a theme first announced by the piano solo. This is a new movement which replaces the *Recitative and Aria* of the original version of the piano concerto.

IV

"*Allegro moderato sempre alla marcia*: Suggestions of marching rhythms follow directly from the previous movement, and lead to a series of march tunes, played full of confidence by the pianoforte and then by the orchestra. A somewhat jingoistic dialogue between the brass and the piano is started, but this has not progressed far when a feeling of doubt creeps into the music, and the marching rhythm fades away inconclusively. The violas and 'cellos have a solemn chant which the pianoforte echoes, but this moment of reflection is soon over, and the marching rhythm begins again in earnest. The development is wholly occupied with this ele-

ment, and the mood becomes more and more tense. Finally, after a series of crashes in the orchestra against a furious running passage in the pianoforte, the chant reappears in agitated form and the music dies away with mutterings from the orchestra. But bass drum and cymbals start the rhythms again. The pianoforte has a short, excited *cadenza*, and the orchestra shouts the march in all its swagger. The feeling of triumph is increased by a *presto coda*, and the music rushes headlong to its confident finish."

Front-Rank Violinist

ANGEL REYES, Cuban violinist, showed himself a notable program-builder, as well as a superb executant, in his Carnegie Hall concert December 14th. He introduced one new work, "Variations and Capriccio," by Norman Dello Joio, with the composer at the piano. This proved a pleasant and acceptable number, with passages of lyrical sweetness at the opening and close, though in the body it seemed on first hearing a little fragmentarized and somewhat uncertain in accent and in direction. Perhaps this was only by comparison with the immediately preceding unaccompanied Bach Sonata in A minor, which Reyes played with a mastery, both as to detail and over-all conception, that marked all his delivery.

His style is firm, controlled, and almost unbelievably easy. For sheer beauty of sound and tonal quality, for complete freedom from stridency and strain, his playing ranks high. The interest comes from a faithful and precise rendering of the composer's intent, with no descent to tricks of virtuosity. Not but that he has great technical skill. His bowing has an even authority, a masculine power that is always a delight to watch, and his *spiccati* in the Stravinsky-Dushkin "Suite Italienne" were done with extraordinary finesse—and wit.

This new transcription of the Stravinsky suite (Spalding did an earlier one) Reyes did in perhaps too traditional style, without having absorbed the accent of modernism which characterizes Stravinsky's re-working of his *Pulcinella* (itself based on Pergolesi). But Reyes showed himself more at home with Bartok's "Rumanian Folk Dances." And that he was not afraid of novelty was shown by his choice of encores: two Spanish dances of sombre cast, and three Hebrew melodies in decidedly Oriental scale. And his readings of Paganini's Caprices, IX and XIII, were his own; restrained, honest, and moving, as was his interpretation of Beethoven's Sonata in G major, with which he opened. Here he showed his real command of the classical style: realism and romantic feeling blended in exactly the right proportion, displaying beauty of musical texture combined with grasp of musical thought—so that one felt one would like to hear it over many times: the true test of a classic.

Reyes was most fortunate in his accompanist, Artur Balsam, who brought out the full value and beauty of the piano scores, maintaining admirable rapport with the violinist at all times.

As an artist, Reyes is what the Cubans call "un hombre serio"—a serious and controlled man, who must be reckoned with. Perhaps he could do with a bit more humor, and in time he may show us other sides of the Spanish temperament in his music. But he is already a most notable violinist, not least for the taste, honesty and imagination of his programming.

The Musical Situation in France

By DARIUS MILHAUD

I SPENT a year in Paris after seven years of absence. I was wondering in what condition I would find the musical situation after the dreadful years of war and occupation, although it is a well-known fact that during great crises, music, theatre, ballet, opera keep going on. Of course the very hard economic and financial difficulties leave a strong repercussion on the cultural life, except for the institutions which have a government subvention. There are plenty of concerts; on Paris posters you can see the same names of international virtuosi that you see on Carnegie Hall billboards every year. Paris had always had several symphonic orchestras playing at the same time on Saturdays and Sundays (Orchestre COLONNE, LAMOU-REUX, PASDELOUP, du CONSERVATOIRE): that did not change and their concerts are always well attended. Their programs also have not changed and there is a profusion of Wagner and Beethoven Festivals that can only be compared to the Brahms-Tchaikovsky programs in this country. But before this war we had in France several societies for contemporary music (SOCIETE NATIONALE, S. M. I., TRITON, SERENADE, TRYPTIQUE, etc.). It is these organizations which are facing the greatest difficulties in resuming their activities. The inflation has brought fabulous prices for renting halls, publicity, union fees—plus 58 per cent taxes. And it is at this point that a good fairy has been sent to us with unlimited possibilities to keep cultural life at an unprecedented level: it is the French Radio.

French Radio Subsidizes Music

Everyone who owns a radio at home pays a tax, a small tax (equivalent to \$2.50 a year). This tax brings in millions. The government owns and operates the radio, but it is committees of composers, or writers, or scientists who are in charge of the programs. No advertising of course. With this enormous amount of money, no "commercial" help is needed. Several orchestras and choirs are at the disposal of the Radio. L'ORCHESTRE NATIONAL, the best we have, has recently made a tour in the United States and the American public has been able to appreciate its outstanding qualities. Every kind of music is performed from that of the Middle Ages to the most recently written scores. Enough time and money are available to rehearse, making it possible to present remarkable performances.

Rarely played operas are also often given: Rameau, Lully, some Rossini (such as the *Comte Ory*). The genuine *Boris Godunov* (I mean the original score and orchestration of Moussorgsky and not that awful rearrangement made by Rimsky-Korsakov) is given at least once a year.

Support for New Talent

Of course all kinds of modern scores are heard. Even more, the radio commissions all kinds of works from composers, from symphonies to light "café" music. Regularly radio shows or radio

films are commissioned with special scores. For very young composers yet unknown the "Club d'Essai" of the radio gives them the possibility of having their music introduced, after which comes a round table discussion with the composer participating. The public is very fond of these discussions in which all esthetics problems are brought up, sometimes with violent excitement. It is widely open to every musician who shows a certain gift or talent. I had the pleasure of listening to some music of one of my GI



Darius Milhaud, now teaching composition at Mills College in California, is not only a leading figure in contemporary French music, but ranks among the foremost composers of modern times.

He has produced many scores for the theatre, among them *Proteus*, *Cristoph Colomb*, and *L'Annonce Faite a Maria* (with texts by Paul Claudel). "La Creation du Monde" (1923) was the first jazz ballet to be performed. Some of his other ballets are: "Salade" (presented in the United States this season), "L'Homme et son Desire," and "Le Boeuf sur le Toit." His orchestral works include a Symphonic Suite; "Saudades do Brazil"; a Violin Concerto, and a Piano Concerto. He has written a large amount of chamber music, some film music, many songs, cantatas, and piano pieces. One of his latest compositions, "Suite for Harmonica and Piano," had its first performance recently at the Brooklyn Academy of Music.

students from California who came with me to Paris, Jack Weeks. He had a set of songs with chamber orchestra performed in this series.

In the record department programs of recorded music are also of an extreme variety. Every morning I listened to a musicologist who made a survey of music from the twelfth to the eighteenth century, doing very little but essential talking, and playing plenty of fascinating recorded music. Once a week composers such as Francis Poulenc, Georges Auric, Henri Sauguet introduce and give comment on a special recorded program. On Sunday mornings a Catholic religious service is broadcast from a church, either from Paris or from provincial towns, but always with an excellent choir, while a *cappella* works of the Renaissance are generally sung.

Programs for Every Taste

Having several transmitters at its disposal, the French radio is able to please every taste. If one broadcasts a symphonic concert, another one will give a play, another one a jazz concert or a variety program. American music is regularly heard on recorded concerts, either works of composers such as Copland, Sessions, Piston, Harris, Diamond, etc., or a real history of jazz from the New Orleans 'twenties style to the last development of be-bop which is offered with rather interesting comments. Poetry is regularly heard on the air. Scientific talks, too, and every morning four courses from the Sorbonne are broadcast. The essential musical life of the nation is centered in the radio and its tremendous activities. Similar organizations are to be found at the BBC in London, and in the Belgian, Italian, and Swiss Radio. They also help composers by commissioning scores.

Many Music Festivals

A great increase in the number of festivals has also contributed to the improvement of the music situation. Before the war Salzburg, Florence, Venice, Edinburgh, and Lucerne were famous for their festivals from May to September. In France, since Liberation, festivals have taken place in various cities: in Avignon, in the gardens of the Palais des Papes, a theatre festival presents new plays in July with new scores commissioned for the occasion. In Aix-en-Provence, my birth town, there was a Mozart Festival in July, with religious music in the Cathedral, orchestra works and chamber music works in different seventeenth and eighteenth century palaces, a presentation of Mozart's opera, *Così fan Tutte*, in the gardens of the former Archbishop Palace and, due to the fact I was born in this town, an evening of my works. There was a big Festival in Strasbourg in May (orchestra, choir, chamber music, etc.), a festival in Besancon, another in Bourges . . . Music is blooming everywhere. Isn't it a kind of marvelous compensation in a country which faces economic, political, and financial difficulties and which, like all Europe—and the rest of the world—faces so uncertain a future?

A quarter of a century ago there were 20,000 musicians playing in the pit orchestras of motion picture houses, and thousands more in the pits of legitimate theatres. Today you can number pit musicians in the hundreds. In New York today there are only thirty legitimate theatres, whereas there were eighty-nine operating right after the first World War. On the average, in New York, ten musicals are running, each using from twenty-four to forty-four men in the pit. The Metropolitan Opera orchestra numbers ninety-nine. The Salmaggi Opera Company at its year-round Saturday night performances uses thirty in the orchestra. The New York City Opera requires for forty to fifty men in the pit at the City Center, augmenting the number when on tour. Summer operas in St. Louis, Philadelphia, Cincinnati, Los Angeles, Chautauqua, etc., use similar forces; while the permanent opera organization in San Francisco uses a larger aggregation. Sum it all up, and the total employment for pit men in opera over the country is not very sizable.

Clearly pit musicians have a lively interest in the future of opera. Anything which will strengthen the position of our lyric theatre, and put it on a sounder economic basis, is of direct concern to the performing musician.

One thing needed is new operas and operettas, of American origin, appealing to a wider public. Some of our newer musical plays, in the line from *Oklahoma*, also point up the way. If American opera is to attain full stature, and become a popular art as it was, and is, in Italy, Germany, and France, we need works of our own which will supplement the standard European repertory. And we need a re-working of the libretti and lyrics of these traditional operas, in actable and singable English versions, gingered up to meet our exacting theatrical requirements, and taking full advantage of the progress which has been made here in ballet theatre. And above all, we need a lyric theatre which is country-wide, with playhouses in every city of 100,000 or over. To keep repertory companies going in these theatres, new musical plays are needed, since movies and radio have accustomed audiences to novelty.

In effect, opera will be on a better economic base as its artistic base is strengthened.

A popular-price policy (such as Los Angeles and the New York City Center follow) should be instituted; this means opera houses with large seating capacity, to insure that operatic ventures will be nearly self-sustaining.

Local companies should be complete, though on occasion big-name stars and conductors will be imported to work with the regular personnel.

Ample provision should be made for rehearsal time with the full pit orchestra. In many instances the poor artistic quality of operatic performance is due to lack of such rehearsals. If opera is to compete with expertly timed and rehearsed Broadway musicals—and it can—it must step up its standards of performance.

Wanted: A Sounder Base

Menotti Points the Way

The Medium and *The Telephone*, small-scale operas by Gian-Carlo Menotti, came back December 7th to the New York City Center of Music and Drama for a month's run, after successful tours in the United States and Europe. A second viewing makes it clearer than ever why these works succeeded on Broadway, last year, in competition with musical comedies. They are above all good theatre, in the popular



Leo Coleman as The Mute and Evelyn Keller as Monica in "The Medium"

sense, with the added charm of pleasing and agreeable music, a blend of Puccini and modern colloquial idiom. Carlo Menotti has done his own libretti and lyrics, in English. There is no poetic flavor about the lines, and no particular felicity of style. But the action-plots are well contrived, and the movement of feeling is easy to follow in each opera.

Operatic Vaudeville Sketch

The Telephone is a conversation piece, with only two actual characters, the telephone serving as the intruding villain of the plot. (It's the "third party" in the sub-title of the piece: *L'amour a trois*.) Here's the story:

A cushiony and amusing girl is entertaining her admirer, who is just getting ready to leave on a trip. He wants to propose. Each time he gets going the telephone rings, and the heroine, draped on a chaise-longue, is off on a long talk-fest, while the lover frets and fumes. Maria D'Atilli, Puerto Rican soprano, plays the talkative girl in effortless, nonchalant style, showing complete self-absorption. Her empty, inconsequential chatter, all superbly sung, is just to the life. This is pure situation comedy, good for

the twenty minutes or so which the diminutive opera requires.

Menotti is here ribbing operatic convention with a light comic touch. The banality of the chatter makes the stepped-up ornamental music all the funnier and the D'Atilli's cute minxy-winxny tricks, and her luxuriant, come-hither voice make for amusing operatic vaudeville.

Modern Tragedy Set to Music

The Medium meets the test for a strong opera plot: when told in a few words, the idea strikes home. A fraudulent spiritualist is suddenly (and mistakenly) convinced during a seance that she feels a ghostly hand. Growing nearly mad in her desire to persuade herself that it was one of her assistants, a mute, who had pulled the trick, finally in her fear of the supernatural she stabs the poor boy through the white curtain of her cabinet.

What lifts this opera above tragic melodrama is not only Menotti's exciting and dramatic music, but the immense force and carrying power given the character of the medium, Madame Flora, by the contralto Marie Powers. Her overwhelming portrayal is reinforced by the supporting cast. Throughout, indeed, the acting in this production is far above the usual operatic level; indeed, it's in a class with the acting expected in serious straight drama.

Marie Powers stomps about the stage, explodes her rages, downs her heavy, surreptitious slugs of gin, bullies her household and her superstitious "sitters," come to call back their loved ones, in a style that hits off to the life a woman who has grown old and evil by preying on the credulous. And after she gets the shock of feeling that spirit hand, we see her personality disintegrate visibly—as she tries in vain to reassure herself that it was all a trick, like the countless ones she has contrived in the past. As her phobia grows, she inspires mounting terror in the helpless children who serve as ghostly "props" at her seances. The poor mute, Toby (played by Leo Coleman), has fallen in love with the young girl, Monica (sung by Evelyn Keller). His pantomimic dancing, by which he expresses his love and his fears, is done with an artistry which matches the singing of the other characters. He makes one realize that there is another music: that of bodily rhythm.

Throughout, the singing was of admirable quality, convincingly natural, as required by the nature of Menotti's melodic line, which depends on the rhythm of everyday talk; yet the high excitement and tension of good operatic style were also in evidence.

Menotti's achievement is evidence that new operas can succeed commercially. Of chamber-opera dimensions, his works also go over very well on the radio and in television.

These two new works, together with Menotti's earlier *Amelia Goes to the Ball*, and the network-commissioned *Old Maid and the Thief*, have had a good many performances by semi-professional and college casts. The composer's royalties have been substantial.

For American Opera

Jeritza's "Tosca"

The critic who would deal with the *Tosca* performance in Newark, New Jersey, December 7th, alone as a matter of vocal and dramatic display and effective staging would be as insensitive to his role as the painter who concerns himself solely, in delineating "The Last Judgment," with seeing that the folds in the angels' robes fall gracefully. That evening in which Jeritza again sang the part of Tosca after an absence from the operatic stage of almost a decade held far more than vocalizings and histrionics. The audience sat in on one of those human events, like birth and marriage and death, which give life itself the cast of art, make a single episode unique.

Twenty-seven years ago, the morning after Jeritza's debut in this country, the famous music critic, Richard Aldrich, wrote, "Her voice is powerful, of youthful and sympathetic quality . . . She is an actress of native ability."

In the ensuing few years this "actress of native ability" gripped the imaginations and stirred the blood of music lovers all over the country. She first sang *Tosca* on December 1, 1921, and soon had operagoers and non-operagoers alike agog over her amazing innovations in this role. She refused to obscure her knee-length corn-colored hair under a wig, though the text explicitly desig-

nates that Tosca shall be a brunette, and she sang the aria, *Vissi d'arte*, lying face down on the floor. These idiosyncracies, as well as that magnificent voice of hers, quickly advanced the opera *Tosca* to the status of chief box-office attraction. She was Puccini's favorite in the role. In 1924, when Scotti marked his twenty-fifth anniversary at the Metropolitan with a portrayal of Scarpia, Jeritza was chosen to sing opposite him, his thirteenth Metropolitan *Tosca*.

So on December 7, 1948, when Jeritza, after ten years of silence, again sang her famous role, the very fact of her appearance made it an event. The audience was sprinkled with the elite of another day. Martinelli, long since retired, was there, as was De Luca. Metropolitan stars of the present era—Licia Albanese, Emanuel List, Ramon Vinay and others—also came to learn from her art. Her voice rang out vibrantly in many of the passages and, when it did not, ready imaginations filled it in. Such solicitude was not needed, however, when it came to dramatic display. Always her personality swept the stage and the audience, when she sang *Vissi d'arte* (again lying prone), when her voice hissed out her hate of Scarpia. Responding to curtain calls, she found flowers heaped—literally bushels of them—about her. And the applauding and the cheering were accomplished by no claque. They were simple devotion. It was a performance those assembled will remember with gratitude.



Bidu Sayao as Adina and Ferruccio Tagliavini as Nemorino, in the Metropolitan Opera's revival of Donizetti's "L'Elisir d'Amore." Tagliavini is singing the famous show-stopping aria, "A Furtive Tear."

Writing of the visit of the New York City Opera Company in Chicago, Howard Taubman of the *New York Times* makes some constructive suggestions on financing the artistic improvement of opera:

"The success of the New York troupe's season in Chicago has given citizens there the comfort that opera can be organized on a civic basis and can be either solvent or close to it. It can, of course, if there is no big investment in new works, new production ideas or the development of fresh artistic talent.

"It seems to this observer, however, that both Chicago and New York, assuming that the two cities do effect some kind of unified operation, would have much more to gain if Chicago contributed something of its own to the enterprise.

"Such a contribution could take the form of putting up funds for new productions to be mounted and premiered in Chicago; it could provide money for a group of Midwest singers to serve a period of apprenticeship with the company; it could look toward development of Chicago's own operatic orchestra and chorus. It could do all these things simultaneously.

"The main thing is for Chicago as well as New York to stimulate new creative activity, which is the life-blood of any art and which is particularly needful in the field of opera."

(Reprinted from the *Sunday New York Times* of December 12, 1948, with the permission of Howard Taubman and the *New York Times*.)

Subsidy for Opera?

The Federally chartered American National Theatre Association, together with leading American playwrights and actors' unions, plans to ask the new Congress for Federal funds to establish ninety-six repertory theatres, two in each state. ANTA has not made clear whether it means to include in its proposed theatres provision for presenting musical plays. Since about a third of Broadway offerings are in the musical play field (two-fifths, if the Metropolitan Opera and the New York City Center are included), it is to be hoped that the ANTA Board has weighed up the advisability of including the lyric theatre in its requests. There is all the stronger case for this inclusion, because the United States has led the world in the musical play field since 1900.

If opera proper is to qualify for subsidy, it must, as we have noted, broaden its base of support, and revamp its artistic standards to give it more popular appeal. The chances are that those familiar with the economic problems of opera may prefer to begin with an enlistment of municipal or state interest, rather than try for subsidy on a national scale. At any rate, this seems a program more in accord with the present status of opera. We do not yet have a national art of opera—and only when American opera comes fully into its own can tax support be justified.

Trust Agreement with Record Companies

(Continued from page four)

suggested retail price of which is more than \$1.35 but does not exceed \$1.50;

(iv) 5c for each record, the manufacturer's suggested retail price of which is more than \$1.50 but does not exceed \$2.00;

(v) 2 1/4% of the manufacturer's suggested retail price of each record, when such price exceeds \$2.00;

(vi) for records, wire or tape recordings, or other devices, embodying the content of two or more ordinary phonograph records having a manufacturer's suggested retail price of not exceeding \$1 each, 1% of the suggested retail price of each such component record but no more than a total of 1 1/4% of the manufacturer's suggested retail price of such records, wire or tape recordings, or other devices;

(vii) for records, wire or tape recordings, or other devices, embodying the content of two or more ordinary phonograph records having a manufacturer's suggested retail price of more than \$1 each and not exceeding \$1.35 each, 1 1/2% of the suggested retail price of each such component record but no more than a total of 1 3/4% of the manufacturer's suggested retail price of such records, wire or tape recordings, or other devices;

(b) Schedules of current manufacturer's suggested retail prices for each record in each first party's catalogue shall be furnished by each first party to the Trustee upon the execution and delivery of this agreement and amendments and additions thereto shall be so furnished as and when established. For the purposes of determining the amounts payable hereunder, such suggested retail prices shall be computed exclusive of any sales or excise taxes on the sale of phonograph records or other devices subject to this agreement.

(c) The payments provided for in subsection "(a)" of this paragraph "2" shall continue so long as any of the phonograph records, wire or tape recordings, or other devices, described therein shall continue to be sold.

(d) Each first party on or before February 14, 1949, will pay to the Trustee, at the New York office of the Trustee, such portion of the aforesaid payments as may have accrued hereunder during the period October 1, 1948, to and including December 31, 1948. Thereafter, within forty-five

(45) days after the end of each calendar half-year, following the execution and delivery of this agreement, that is, within forty-five days after June 30th or December 31st in each year, each first party will pay to the Trustee, at the Trustee's New York office, such portion of the aforesaid payments as may have accrued hereunder during such half-year; provided that any first party may agree with the Trustee for semi-annual payments to be made with respect to half-yearly periods ending on other dates satisfactory to the Trustee. Each payment hereunder shall be accompanied by a statement, certified by the Treasurer, Controller, or other authorized officer or representative of the first party making such payment, showing the number of phonograph records, wire or tape recordings, or other devices, described in subsection "(a)" of this paragraph "2", which have been sold during such period, the manufacturer's suggested retail price thereof, the excise and sales taxes, if any, borne by the manufacturer thereon, and the manufacturer's suggested retail price of component units of records, recordings, or other devices described in subsection "(a)" of this paragraph "2". Such statements shall be made in such reasonable form and detail as the Trustee may from time to time prescribe. If such payments are not made when due hereunder, the same shall bear interest at the rate of six per cent (6%) per annum from the date when such payment was due. Each first party shall be entitled to

deduct from the payment due from it on February 14, 1949, the amount paid by it to the Trustee pursuant to paragraph "1" hereof.

(e) Each first party, at all times, without limitation to the duration of this agreement, shall keep full and accurate records and accounts concerning all transactions involving the sale of phonograph records, wire or tape recordings, or other devices described in subsection "(a)" of this paragraph "2", in convenient form and pursuant to approved and recognized accounting practices. The Trustee shall have the right from time to time, without limitation to the duration of this agreement, and at all reasonable times during business hours, to have its duly authorized agents examine and audit such records and accounts, and such other records and accounts as may be necessary, such examination and audit to be made for the purpose of verifying any statements made hereunder by each first party, or due from such first party during a period not exceeding two (2) years preceding such examination and of determining the amount

cessor the payments required by subsection "(a)" of this paragraph "2". No such first party will, without the consent of the Trustee, forgive or compromise such obligation. Each first party will be obligated to make payments to the Trustee on account of records sold by any such purchaser, assignee, lessee, licensee, transferee or user, only to the extent that such first party has received such payments (i) in the United States or Canada, or (ii) in United States or Canadian currency or in a currency convertible into United States or Canadian currency, or (iii) in a currency, not convertible into United States or Canadian currency, of which such first party has made beneficial use, or (iv) in an asset other than currency.

(g) For the purposes of this agreement, "master record" shall include any matrix, "mother," stamper or other device from which another master record or phonograph record, wire or tape recording, or other device described in subsection "(a)" of this paragraph "2," is produced, reproduced or pressed.

3. The Trustee does hereby accept the trust hereby created, agrees to establish the proper administrative machinery and processes necessary for the performance of the Trustee's duties hereunder, and agrees fully and faithfully to perform each and every duty,

dered at the performances presented pursuant to the terms hereof. The Trustee shall be guided solely by the terms and conditions hereof and shall perform the Trustee's functions on the sole basis of the public interest.

In connection with such activities, the Trustee shall have the following powers and authority subject to the following limitations:

(a) The Trustee, shall arrange for the expenditure for the above purposes, during each calendar half-year, commencing not later than July 1, 1949, of an amount equal to not less than ninety per cent (90%) of the total amount of the trust fund existing on the first day of December or June (as the case may be) next preceding the commencement of such calendar half-year, and which at such time is not already budgeted for expenditure; provided, however, that no such expenditure by the Trustee shall be required during any calendar half-year when the amount of the trust fund on such next preceding date aforesaid, shall be less than \$50,000.

(b) Subject to the provisions of subsection (a) of this paragraph "3," and commencing not later than July 1, 1949, the Trustee shall arrange for the expenditure for such purposes during each calendar year, within each geographical area set forth in Schedule "A," hereto attached, amounts equal to the percentages, set forth in said Schedule "A," of the total sums expended for such purposes by the Trustee during such calendar year.

(c) In connection with the performance of the Trustee's duties hereunder, the Trustee shall do the following:

(i) engage instrumental musicians in connection with the presentation of such performances, the rate of compensation to such instrumental musicians to be at the union scale established in the area where such performances take place;

(ii) engage concert halls and similar places, arrange for the supplying of programs, tickets, ushers, advertisements, publicity and similar items required in connection with the presentation of such performances;

(iii) enter into any agreements, necessary and proper in connection with the hiring of concert halls and similar places, the employment of musicians, the preparation of tickets, programs, posters, advertising material and similar material, the employment of publicists and other personnel, the purchase of advertisements, and such other agreements as may be necessary and proper in connection with the presentation of such performances;

(iv) consult with and receive the counsel and advice of qualified institutions and organizations including business groups and organizations, public authorities, musical schools and institutions, the Federation hereinafter referred to, and other civic, patriotic, charitable and welfare organizations, and such other persons and organizations as the Trustee shall consider useful and suitable, with respect to matters relating to the presentation of such performances;

(v) prior to causing the disbursement of any moneys from the trust fund for services rendered or other consideration received or contracted for, receive from the duly authorized representative of the Federation, hereinafter referred to, certification in writing that such services or other considerations have been received or contracted for, provided that, such certification has not been unreasonably withheld where the contemplated disbursement is for services rendered or consideration contracted for or received in accordance with the purposes, objects and conditions hereof;

(vi) at the request in writing of any first party, or of any party engaged in the manufacture, sale, or other exploitation of electrical transcriptions, making payments to the Trustee, cause to be posted or otherwise publicized at each performance to be presented by the Trustee, an appropriate notice of
(Continued on page thirty-three.)



—Honoré Daumier.
Orchestra Getting Ready for an Open-Air Concert

of payments due to the Trustee pursuant hereto. Each first party agrees to afford all necessary facilities to such authorized agents to make such examination and audit and to make such extracts and excerpts from said records and accounts as may be necessary or proper according to approved and recognized accounting practices.

(f) It is agreed that any sale, assignment, lease or license of, or other transfer of title to, or permission to use any master record described in this paragraph "2", whether by operation of law or otherwise, shall be subject to the rights and duties established by this agreement and to the payments specified herein. No sale, assignment, lease, license, transfer or permission shall be made or granted by any first party, or the successor in interest thereof, to any person, firm or corporation doing business within the United States, Alaska and Hawaii, unless and until such purchaser, assignee, lessee, licensee, transferee, or user shall become an additional first party to this agreement as herein provided. No other sale, assignment, lease, license, transfer or permission shall be made or granted by any first party or the successor in interest thereof, unless and until such purchaser, assignee, lessee, licensee, transferee or user shall promise to make to such first party or suc-

cessor to be performed as set forth herein, for the purposes and objectives of arranging and organizing the presentation of personal performances by instrumental musicians in the areas throughout the United States, and its possessions and dependencies, and the Dominion of Canada, specified in Schedule "A" hereto annexed, on such occasions and at such times and places as in the judgment of the Trustee will contribute to the public knowledge and appreciation of music. In pursuance of such purposes and objectives, the Trustee shall organize such performances upon occasions where no admission fees are charged, in connection with activities of patriotic, charitable, educational, civic and general public nature, such as, but not limited to veteran's hospital entertainment programs, juvenile and adolescent social programs, educational programs in schools and institutions of higher learning, patriotic and recruiting drives, symphony society or other musical activities of a non-profit nature, and similar programs and activities, entirely without profit to the trust fund. The Trustee shall not act as a representative of the Federation hereinafter referred to, or of any member or members thereof, or of any person or persons receiving payment under the terms of the trust for services ren-

With the Dance Bands

STAN KENTON may have committed "progressive" hara-kiri by disbanding his orchestra last month to search for concert havens in which "jazz can find a true home." Kenton's modern brand, fortified with 5/4 rhythms and triple f dynamics, has been well received thus far, in a commercial sense at least, by concert-goers. In theatres and ballrooms Stan has met audience resistance, which he evidently wishes to bypass, rather than conquer outright.

Those who scoff at Stan's most recent and most daring experiment might well consult the lean leader's musical biography. Upon doing so, his critics would note that Stanley was "nowhere" during his early Balboa days, when his band *tried* to please dancers, but that, upon adoption of his controversial "progressive jazz," the intense pianist's aggregation became nationally prominent within a relatively short time.

If Kenton can line up a "jazz circuit," a la Hurok, Arthur Judson, *et al*, he will have proved big-band instrumental music, in the jazz idiom, to be *not* merely part of a cultural phase, *not* an emotional fad designed to feed "neurotic demand." A note of stability as regards Stan's scheme is attendant to the news that maestros Charlie Barnet and Sam Donahue have discussed the pilgrimage with Kenton, as have GAC execs in New York. More power to a great popular (in more ways than five) musician, who has always known where he was heading, and has taken the music business, consciously or not, along for the ride.

East: Luciano (Chano) Pozo, Cuban bongo drummer with Dizzy Gillespie's orchestra, was shot and killed in NYC last month. Police call it a vendetta murder . . . Philly ops Frank Palumbo and brothers have sold two of their spots, Ciro's and the 20th Century Tavern . . . Jimmie Lunceford's widow, Crystal, sued pianist Eddie Wilcox (now fronting the remnants of Jimmie's band) for \$10,000, claiming royalties for the use of her late husband's name, library, etc. Eddie Rosenberg, Wilcox's manager, insists the *ork's* equipment does not belong to Lunceford's estate . . . Tenor-man Joe Thomas has re-entered the biz, with Crystal Lunceford's sanction, to call his newly formed unit the "Jimmie Lunceford All-Stars."

Ex-Woody Herman handlers Herman Goldfarb and Mike Vallon successfully attached the Herd's library (valued at \$15,000), but left Woodrow his personal instruments, worth about \$1,000. Herman, the plaintiffs say, abrogated a contract . . . Horace Heidt and MCA are bickering over contracts again. Heidt claims his pact with the agency is null, due to lack of action on the bookers' part.

Rumor has the Atlas Corp., which has financed Musicroft to some extent, backing Guy Lombardo's move into the latter label's fold . . . New Hampshire State Federation of Labor urged that

state's liquor commission to relax its regulations and thereby give live music a break . . . Elliot Lawrence now carrying another pianist beside himself (Bob Karsh), plus another French horn . . . Shep Fields has broken with GAC. William Morris will now handle the rippler . . . Vincent Lopez also signed with WM . . . Trombonist Kai Winding joined Tadd Dameron's NYC combo after the Winding-Stewart unit died a fast death.



Ex-Victor Lombardo arranger Whitey Worth holds, with *ork*, at the Post Lodge, Larchmont, N. Y. Worth is using perhaps the only baritone horn (in dance instrumentation) extant . . . Philly's Eddie Salecto (The Salectones) has authored "Arizona Annie," an oater. . . Impresario Norman Granz plans a jazz ballet tour some time this year, using JATP sidemen to accompany two terpers . . . Manhattan is seeing a revival of interest in Times Square danceries, namely the Avalon, Carnival, and (although in Queens, Long Island) Sunnyside Gardens. All doing well, with air-time to boot . . . Cal Gilford band at the Traymore Hotel, Atlantic City . . . Pianist Phil Moore inked by Irving Mills' publicity for symphonic scoring; to be Duke Ellington's successor, it's said.

Billy Shaw rejoined the Gale agency . . . Only Jimmy Ryan's holds the jazz line along what was "swing lane" . . . Artie Shaw continues to

make news: he is studying guitar diligently, plans to produce a Broadway musical, plans to write a book, has stopped L.A. sideman Ace Hudkins from using his name in connection with a band which he (Artie) was to front, has requested Hudkins to ship his (Shaw's) library to him in NYC, has finally laid plans to organize his own band, definitely, in Gotham, come this spring, recruiting musicians from 802 rather than 47.

Les Lieber is BG's new flack. Goodman's revitalized band is killing *em*. Slightly boppish, it has incorporated tenorist Wardell Gray, bassist Clyde Lombardi, guitarist Frank Beecher, arranger Chico O'Farrell (who is being helped by penner Sauter), and trombonists Eddie Bert and Milt Bernhart, to name a few . . . Hal McIntyre is now under GAC's banner . . . NYC's Hotel Pennsylvania is now yclept Hotel Statler . . . Drummer Mel Torme is to marry Candy Toxton . . . or has by now . . . Tenorman Ben Webster returned to Duke Ellington, just as altoist Johnny Hodges was planning to cut out to form his own group. Bassist Junior Raglin was replaced by Wendell Marshall, and trombonist Claude Jones by Quinton Jackson.



Trumpeter Leonard Sues' *ork* has been pacted by William Morris . . . Duke Ellington and Red Ingle should be GAC-tied by now . . . Larry Clinton is using seven arrangers, all products of Boston's Schillinger House, with whom he

HIT TUNES OF THE DAY

AM I ALL OF YOUR FUTURE—PART OF PAST	Freemart Music Co.
BOUQUET OF ROSES	Hill and Range Co.
CLANCY LOWERED THE BOOM	Patmar Music Co.
CORNBELT SYMPHONY	Mellin Music Co.
CUANTO LE GUSTA	Southern Music Co.
DOWN AMONG THE SHELTERING PALMS	Miller Music Corp.
FOREVER AND EVER	Robbins Music Corp.
GALWAY BAY	Leads Music Corp.
GLORIA	Leon Renee Music Co.
HERE I'LL STAY	Chappell & Co.
HOW MANY TEARS MUST FALL?	Miller Music Corp.
I GOT LUCKY IN THE RAIN	Sam Fox Music Pub., Inc.
IF I STEAL A KISS	Leo Feist, Inc.
LAVENDER BLUE	Santly-Joy, Inc.
LILLETTE	Jefferson Music Co.
LITTLE JACK FROST GET LOST	Henry Spitzer Music Co.
MONEY SONG	Crawford Music Corp.
MY HAPPINESS	Blasco Music Co.
NIGHT HAS A THOUSAND EYES	Paramount Music Corp.
PLAY THE PLAYERS	E. B. Marks Music Co.
RENDEZVOUS WITH A ROSE	Jay-Des Co.
SENIORITA	Leo Feist, Inc.
SO IN LOVE	T. B. Harms Co.
THESE WILL BE THE BEST YEARS OF OUR LIVES	Robbins Music Corp.
WHAT'S WRONG WITH ME?	Leo Feist, Inc.

confers after every job, as to scoring problems . . . Stanley Schwartz has purchased the Tabu, Phillip drinkery . . . Guitarist Vincente Gomez is playing in his own club, La Zambra, on NYC's 52nd St. . . . George Auld, Pete and Conti Candoli may join the Herman Herd . . . Charlie Bernet re-formed in Manhattan for a local engagement. His new band included old faces: Dave Matthews, Kurt Bloom, Lammar Wright, and Cliff Leeman . . . Clique Club opened in Gotham last month on the site of the former Ebony Club. Spot will operate a la NYC's Royal Roost. Interesting to see if bop can build another house.

William Morris office, recently beset with more than a decent share of orchestral headaches, insists it will not fold, but likewise has been in conference with GAC heads, the results of which may see Tom Rockwell's lads inherit all WM band properties . . . Eddie Durham, noted arranger, is set to pick up a baton, using an all-girl band which he's been rehearsing in the Quaker City . . . Sammy Kaye p.a. Mannie Greenfield has set up his own firm . . . Bridgeport's Lenny's Wagon Wheel has begun using names . . . Pianist Ted Steele is doing ten shows per week for a Gotham tele station . . . Manhattan's Embassy will drop one ork, use a trio behind acts . . . Jimmy Lamarre is again managing Claude Thornhill . . . Dean Hudson ork has signed with Associated agency . . . Drummer Harry Lillis Crosby debuted as a deejay on NYC's WCBS last month. B. Goodman also came a jock, symphony-type, over WNEW, on Sundays only. . . . Former Sammy Kaye sideman Lenny Rogers is fronting his own combo . . . Philly concert promoters have collectively thrown in the towel. Reason: too-high asking prices.

South: They're still talking about Buddy Waples' band at the Peacock Club (Jacksonville, Fla.) . . . Federal admission taxes slumped again last October. Just a decline of \$1,000,000, that's all . . . Barry Davis is back at the U. of Miami with a new band and lots of ideas picked up while touring South America.

Midwest: Jimmy James replaced Jimmy Wilbur as staff conductor for Cincinnati's WLW . . . Treasury Department began, in Chicago, its campaign to levy the 20 per cent bistro tax against ballrooms . . . Fletcher Henderson has been playing accompaniment piano for Ethel Waters, who has been touring . . . Frederick Bros. agency lost its cocktail unit man, Joe Musse, who joined Associated. FB now handles only Tommy Carlyn, Ray Pearl, and George Winslow . . . Louis Basil replaced Jack Fulton as leader of the Chicago Theatre house ork.

Owners of the Rag Doll (Windy City spot), the brothers Peretz, are taking over the China Doll, Loop nitery . . . Chicago's Argyle Lounge may reopen. Clarendon Beach Hotel (same city) has dropped all plans to present three bands a week in its Via Lago room . . . Former leader Bill Bardo joined the McConkey agency . . . Chuck Foster signed with MCA. His GAC pact expires this May.

Vocalist Anita O'Day has formed her own sextet, which has headed for the West Coast . . . Youthful pianist Frankie (Sugar Chile) Robinson switched from MCA to Joe Glaser . . . Northside Chicago bistro, Tin Pan Alley, shuttered by the Feds . . . Accordionist Art Van Damme, dropped by WMAQ in Chicago, may hit the road with his own unit . . . GAC is getting

Bernie Cummins from MCA . . . The Cavalier-Phoney, Chick Kardale, is representing Louis Prima interests in the Windy City . . . Clarinetist Stan Hasselgard killed in an auto wreck during November, near Decatur, Ill. . . . Former leader Gray Gordon now with GAC's Chicago office, but will work week-ends with a local band . . . Cornetist Jimmy McPartland may fly to England this year for a two-month vacation . . . Trombonist Miff Mole holds at the south-side Bee Hive (Chicago).

West: The Barbizon Room (San Francisco), newly opened, will use names. Charlie Naditch (who owned the Say When Club) is op . . . Salt Lake City jock Jazzbo Collins will present a jazz concert in that city Jan. 15, using Louis Jordan and others . . . Pianist Earl Hines is set to front a thirteen-piece band, which will break-in touring with Louis Armstrong's All-Stars, with whom the "Fathah" has been playing . . . Verne Byers opens January 14 at Denver's Rainbow ballroom, for seventeen weeks.

Eddy Howard will trek to California come April . . . Jan Savitt left an estate of \$4,500 . . . Ace Hudkins, nixed by Artie Shaw, is doggedly determined to start a new band, which will mimic seven leaders' styles . . . Alvino Rey, vacationing in Encino, Cal., should re-form this month . . . Jerry Jones has leased the Coconut Grove ballroom (Salt Lake) for ten years . . . Accordionist Ernie Felice recorded the sound track for Bing Crosby's squeeze-box manipulations in Pary's forthcoming flick "Top O' The Morning".

Ike Carpenter band has been signed by RCA-Victor . . . Xavier Cugat will tour Latin America, leaving the States Feb. 12, to cover ten countries . . . Pianist Abe Burrows (the comic) into El Rancho Vegas Jan. 19 . . . S.F.'s Burma Club dropped entertainment . . . Trumpeter Roy Eldridge is being groomed for an eastern video shot . . . Republic studios finally signed a thirty-six-man musical staff . . . Pianist Jess Stacy has a new combo, which includes trumpeter Nate Kazebier . . . L.A.'s Empire Room (formerly Tom Breneman's) is moving ahead full blast. Names signed include: Billy Eckstine, Jan. 4, followed by Charlie Ventura two weeks later, with Duke Ellington set to open Feb. 1.

Canada: Sandy De Santis, op of Vancouver's Palomar, signed with GAC, under a pact which provides for the agency to furnish the nitery with \$50,000 worth of U.S. talent. Louis Armstrong opens the spot Jan. 31 . . . TD and the IATP troupe are slated for Vancouver dates soon . . . Arnie Miller combo holds at same city's Flame Club . . . Bill Dadson at Montreal's Astor Grill . . . Other Montreal club stalwarts include Teddy Brannon's trio, Rand's; Joe Suchar's quartet, Bellevue Cafe, and Oscar Peteron's trio, Alberta Lounge.

Len Hopkins ork into the Canadian Grill of the Chateau Laurier in Ottawa . . . Ray Norris, after disbanding his jazz quintet in Vancouver, has returned to Toronto . . . Chuck Barber's fine band holds at Vancouver's Cave Club . . . Montreal's clergy responsible for urging Premier Maurice Duplessis to close spots on New Year's Eve at 2:00 A. M.

Radio: Tommy Todd, L.A. pianist, got on NBC sustainer, Monday nights, with the Bob Bain trio . . . New MBS ainer features Alfredo Antonini fronting a studio ork to play jazz and classics. Show is titled "Yours For A Song" . . .

Sammy Kaye and CBS are discussing the return of Kaye's "Sunday Serenade" seg to that web.

Television: Andy Sannella appearing Fridays on CBS-TV's "Ladies' Day" . . . Korn Kobblers doing a Wednesday nite opus for CBS-TV, "Kobbs Korner" . . . Harpist Adele Girard will do five-a-day, some time between 6:00-7:30 P. M. (EST) for NYC's WNBT . . . Guitarist Tony Mottola and trio also set for an across-the-board video chore for CBS-TV.

Miscellaneous Dates: Art Kassel opened at Chicago's Blackhawk Jan. 2, indefinitely . . . Elliot Lawrence holds at N.O.'s Hotel Roosevelt through Jan. 15 . . . Benny Goodman was named band chairman of this year's March Of Dimes drive . . . Blue Barron spotted at NYC's Hotel Biltmore (Bowman Room) through mid-January . . . Dizzy Gillespie set for Billy Berg's (L.A.), Jan. 13, for three weeks . . . King Cole Trio slated for the week Jan. 17-22 at Pittsburgh's Copa Club . . . Frankie Carle set at the Cafe Rouge (Hotel Statler, NYC), through Feb. 5 . . . Barclay Allen's Rhythm Four good for two or three months more at Chicago's Palmer House. Allen enters NYC's Hotel Biltmore when finished in the Windy City.

Ina Ray Hutton's new ork set at the Last Frontier, Las Vegas, through this month . . . Sketch Henderson may hold for five months at the College Inn (Hotel Sherman, Chicago) . . . Louis Armstrong opens L.A.'s Million Dollar Theatre Feb. 8 . . . Pupi Campo at the new Saxon Hotel, Miami Beach . . . Jock Fred Robbins booking for NYC's new Clique Club . . . Red Ingle's zanies at the Village Barn (NYC) through Feb. 17 . . . Enric Madriguera into Manhattan's Capitol Theatre this month . . . Ray McKinley opened at Gotham's Paramount Theatre Jan. 5.

Duke Ellington in concert at Chicago's Civic Opera Jan. 16 . . . Pianist Nellie Lutcher will job the West Coast until spring . . . Desi Arnez opens Jan. 22 at Milwaukee's Riverside, through Feb. 2 . . . Count Basie into the Royal Theatre, Baltimore, Jan. 14-20 . . . Emil Coleman sticks at NYC's Waldorf-Astoria through March 30 . . . Ray Eberle at Gotham's Roseland Ballroom until March 2 . . . Duke Ellington into L.A.'s Million Dollar Theatre Feb. 22-28, followed by a stint at Chicago's Blue Note, March 14-27 . . . Dick Jurgens holds at Berkeley's Claremont Hotel through this month . . . Sammy Kaye opens the Copacabana, Miami Beach, Jan. 21 . . . Lawrence Welk at Chicago's Trianon Ballroom until Feb. 20 . . . Freddy Martin at L.A.'s Ambassador Hotel through Feb. 8.

—TED HALLOCK.

New Method Book for Guitar

LEARNRIGHT METHOD for the Six-String Plectrum Guitar. Parts One and Two; by Stephen St. John. Respectively 56 and 64 pages and \$1.25 and \$1.50. Stephen St. John Publishing Company.

Book one, "Primer," contains a progressive series of lessons for beginners and, as a special feature, a popular song with melody, words, harmony and chords so constructed as to make possible a playing at the beginner's first lesson. Book two contains studies in eighth and sixteenth notes. Throughout scales are stressed as the foundation of all compositions.



Technique of Percussion

By GEORGE LAWRENCE STONE

GUS HELMECKE

EVERY so often I receive a letter from Frank Holt, drummer-teacher from Haverhill, Massachusetts. Frank's experience has been varied indeed, including many years with John Philip Sousa and under the big top with Ringling-Barnum and Bailey. His letters are always interesting. They date way back to the time when he made that round-the-world trip with the Sousa Band. His descriptions of the experiences of the band in foreign countries at that time should have been published in book form.

Frank's latest letter tells about his recent visit to New York to attend the Sousa Dinner and Meeting of 1948. This is an annual affair of an organization devoted to perpetuating the memory and traditions of Mr. Sousa and his musical career. To become a member, a musician must have played at least one season on the road with the Sousa Band.

Three drummers were present at this year's meeting—Frank, Howard Goulden and Gus Helmecke. True to drummer-form, these three individuals immediately went into a huddle and proceeded to talk shop. Of this, Frank writes: "... Your article in the July *International Musician* about bass drum technique was fine. Especially interesting was your reference to a certain fine bass drummer and his talents. I am wondering whom you had in mind. Was it Gus Helmecke?"

MUSICIAN AND SHOWMAN

Of course it was Gus. No one else. It was only through an oversight that I didn't name him in the article. It was he whom I termed: "... a showman as well as musician who, by an amazing number of variations in glancing blows, direct blows, selection of playing spots, muffling, etc., can make a bass drum do almost anything but sit up and talk."

A real New Yorker, Gus was christened *August*, but his friends pay no attention to that—to them he is just *Gus*—and he likes it that way. At seventy-six he still is going strong. For almost twenty years he played bass drum in the Sousa Band, visiting every city and town of over 3,000 population in the United States. In this connection his friends claim him to be the greatest living authority on the Sousa drum parts and the accents that "are not there." (Sousa's styling of accentuation went far beyond that shown in the printed parts.)

Gus's experience includes playing in both the Metropolitan Opera and Philharmonic orchestras and under such varied artists as Richard Strauss and Victor Herbert. Really going back in the archives, we find that he played at the World's Columbian Exposition with the Innes Band in (hold your hat) 1893!

Right now he is rounding out his thirty-seventh year as tempo-master of the band conducted by the eminent Dr. Edwin Franko Goldman. If you visit New York next summer, don't fail to take in a Goldman band concert on the Mall. The disturbance at the far corner of the band, during one of the less serious numbers, will be found to be Gus, doing his stuff at the bass drum. And, believe me, it will be a disturbance well worth seeing and hearing.

SPEED ON THE XYLOPHONE

J. S., Los Angeles, writes: "What is the best tempo at which to play the xylophone solo *The Flight of the Bumble Bee* by Rimsky-Korsakov (your arrangement)? And what is the best way to practice such a number for speed?"

The normal time for playing this number is roughly a minute and a quarter. Several of my pupils play it in a minute flat and one in particular goes through it in fifty seconds. At this tempo he really "burns it up."

My choice of timing in executing the *Bee* is exactly one minute. You will find that this timing involves plenty of speed. As a rule I do not recommend excessive speed in xylophone solos, for speed so often is achieved at the expense of musicianship, but *The Flight of the Bumble Bee* is peculiarly adapted to fast execution and for this reason it may be considered an exception. A number of this sort can be announced as a novelty. This will heighten the interest of your audience especially if, in your announcement, you state the time in which you intend to play it. Such an announcement will make the old-timers get out their watches to see if you really make the grade.

FIRST A THOROUGH READING

In working up the *Bee*, give it a thorough reading first. Then memorize it, practicing each phrase separately, always at slow tempo, paying particular attention to precision. Later, play the number as a whole, still at slow tempo, after which you can commence to speed up. The final work is in the speed itself. It is well to work up a "speed" number gradually, dropping it altogether for a week or so if necessary, then taking it up again, until it is fully under control. Of course, it is unnecessary for me to remind you that speed without musicianship and precision will not enhance your reputation as a soloist.

EMBELLISHMENTS

Following is a succession of notes and embellishments for the snare drum, arranged in exercise form for the development of two-handed technique. The indicated sticking is not intended to conflict with any system that an individual may have adopted for actual playing. Rather, it is designed to bring out the point that the hands should be fully trained to execute grace-notes as they appear, and, in snare drum technique, such graces are to be employed without disturbing either the rhythm, power or an established sticking of the principal notes which they precede.

Moderato

DRIVE CAREFULLY

The following warning was recently seen, chalked on the back of a truck:

The Pianist as Interpreter

Abram Chasins Discusses the Problems of Projecting Composers' Works

THURST, DRIVE, intensity and withal a special knack for precision—these characterize the walk, the attitude, the speech of Abram Chasins. As he discusses his subject, as he plays excerpts on the piano to illustrate his points, as he cites examples and proofs, as he describes the philosophies of the men who have meant so much to his career—Ernest Hutcheson, Josef Hofmann, Leopold Godowsky, Sergei Rachmaninoff and Donald Francis Tovey, and quotes from the latter's "Integrity of Music," it seems as if ten thoughts are crowding around ready to spring for every one immediately under consideration.

But when I reminded him that this was to be an article "so long" and that it was to deal with a single theme, a pianist's interpretative problems, he plunged readily enough into a discussion of this subject.

"It is fantastic," he said, "that interpretative misconceptions are permitted to exist when even the most superficial investigation could dispel them once and for all. Take the prevailing opinion about Mozart as of that of a Dresden China composer, and the idea of a correct interpretation of his work being a charming and rather miniature tinkle. Now pianists perhaps have a certain justification for this view, because many of the solo works are far from his most dramatic compositions (we refer here *not* to his concertos). Some of them, including the sonatas, were written to order for the express purpose of entertaining the dinner guests of Mozart's patrons and were often played between courses of enormous meals, sometimes even while the guests were eating. In fact, his piano music was used in his day much as is light restaurant music-with-meals nowadays.

The Mighty Mozart

"However, to view his concertos or symphonies from this angle is to commit a glaring error. They are anything but fragile. To understand these mighty works let us first look at the man himself. He was Austrian, of warm and impulsive nature. The Mozart who wrote the tinkle music was a great craftsman, but when he created for his own artistic fulfillment he was the unhampered impassioned composer of the great symphonies and great concertos, the towering chamber music and operas such as 'Don Giovanni' and 'The Magic Flute'."

Here Mr. Chasins rushed to the piano and played a sweeping phrase. Then hurrying back, he tumbled into a sweeping sentence. "Since so many inhibit their Mozart, minimize his monumental scope, make of that mountain an ant-hill, how about going directly to his works and to his correspondence for proof? Here is a letter from him to his father written of a Paris performance he has just played of the E-flat Concerto K. 450: 'It went magnificently. We had forty violins, ten double basses, six bassoons and all the wood-winds doubled!' Such an orchestral background today would almost certainly drown out the most muscular pianist playing on the most brilliant concert grand. Our concern, however, is not how it sounded, but

that Mozart in his own words proves that his conception of a magnificent Mozart performance was totally incompatible with that of the conductors who start chopping down their orchestras to achieve an 'authentic' Mozart sound. Mozart is full, unhampered tone! Mozart is 'blood and thunder!' Mozart is earthy humor!" Mr. Chasins looked quickly at me as if to dare a denial. I nodded an energetic affirmative. On he flew. "Even a work like the Fantasie for the 18th Sonata which is for solo piano, is of a power and scope which it took a very mature and stormy Beethoven to equal.

"Then, to study the composers of that day, one must be thoroughly acquainted with the



ABRAM CHASINS

Among the most versatile figures in contemporary music, Abram Chasins has won fame in many fields. As pianist, he has toured Europe and America since 1929 in recital and as soloist with leading orchestras. He has composed over one hundred published works, which have been included extensively in the orchestral and teaching repertoire. As radio artist, he was the first to initiate a master class of the air in his own weekly network series of talking-playing broadcasts (CBS and NBC, 1932-38). He has lectured at leading universities and musical institutions. He has made extensive research and his findings have been incorporated in many scientific and music books. He is himself the author of many articles. He was a member of the faculty of the Curtis Institute (1926-35) and of the Berkshire Music Center at Tanglewood (1940). In addition to concertizing and composing, he is music director to the New York Times radio station, WQXR.

tenor of their times. As a matter of fact, pianists interpreting composers of any age would do well to know the vocal technique if they would achieve good lyrical playing. But it is particularly important with such essentially vocal composers as Bach and Mozart. For in Mozart's day and earlier, vocal music still held such sway that instrumental music in many cases actually reproduces vocal effects. For example, in Mozart's perhaps most famous piano concerto in A major, K 488, in the second movement, there is a wide skip which first appears in the second bar." Now Mr. Chasins panned deftly and swiftly the notation of the passage:

Mozart 2nd Movement, Bar 2, A Major
Piano Concerto, K. 488



"Now this device," he went on, "is no trick at all for the piano. But the effect is a hang-over from the vocal skips of the 18th century when unerring aim in leaps was a great test of the singer's ability. It should actually sound like an enormous change of vocal register. The piano becomes a supernatural singer at this point with a range of over three octaves. Many pianists who should know better hold the pedal from the G-sharp of this passage, thereby treating the bass note like an accompaniment to the soprano note and thus creating a harmonic instead of melodic effect. This produces the diametric opposite of Mozart's intentions and defeats entirely his musical purpose. Now anybody who understands the vocal language and its history could never fall into such a trap.

"Also, how lost an interpreter is without a very sure sense of tonality! Harmonic adventures are among the most exciting for any composer to conceive and any interpreter to recognize." Few composers ever mark them with special dynamic emphasis because that is left to the performer's understanding. In Beethoven's Third Piano Concerto in C minor he adopted an extremely beautiful key relationship. The first movement is naturally in C minor, the second in E major. This scheme had a direct influence on later composers. We find it in Brahms's First Symphony and in the Rachmaninoff Second Piano Concerto. In the Beethoven Concerto when we come to the second movement the shock of the first chord, its remoteness in perspective from the tonality of the first movement, is always felt by an artist sufficiently conscious of its wonder—and he will not fail to communicate that wonder. Then, the final *sforzando* chord of this movement, after the lyric quiet, has occasionally been thought an ironic joke, or a miscalculation rudely interrupting a quiet mood and "no doubt due to Beethoven's deafness." It is not a joke, nor is it a miscalculation. Any conductor who pulls it down to a polite *mezzo forte* deserves at the very least . . ." Mr. Chasins paused, searching for the fitting punishment. "To be taken severely to task?" I sug-

INTERNATIONAL MUSICIAN

gested timidly. "To be boiled in oil, I would say," he announced grimly. I wrote it down. "The harmonically conscious musician will readily see why this chord with G-sharp in its soprano was so firmly established by Beethoven at the particular moment. It is because G-sharp is the enharmonic equivalent of A-flat and Beethoven is preparing us for another harmonic thrill with the first phrase of the delicious last movement when the aware artist makes no pauses between the movements and immediately shows Beethoven's magnificent pun.

"In the case of Bach we have a man whose music was gathered a generation after his death, when his language was no longer understood, when the very notation had practically disappeared from use. His music was moreover gathered by musicians who used different nomenclature and he therefore became the target of well-meaning but over-zealous editors who simply mis-read the Morse Code of his notation. His sons and contemporaries did not continue his practices at all. Therefore, it is impossible to trace his usages through them. The pianist might go to Bach *Gesellschaft* for original notation, but there he will find a kind of telegraphy which he must decipher before he can interpret properly. This takes much more study than most musicians are willing or able to undertake. A book is fortunately soon to be published which will give authentic and documentary evidence on Bach's language and that of his precursors." I inquired for particulars concerning this book, but here Mr. Chasins seemed reticent, and I did not press the point. There was no time for this anyway. He was off again.

"Take the fugue of the great Bach Chromatic Fantasia and Fugue," he was saying. "So eminent an editor as Von Bülow committed an unforfeitable error in his edition when in the answer to the subject he 'corrected' Bach's original notation to supply what he considered an harmonically satisfactory version. Thus . . ." and again Mr. Chasins scribbled rapidly.

Bar 9:
Bach Wrote Von Bülow's Version



"I have heard hundreds of students misplay the fugue because of this misprint. Von Bülow certainly knew enough Bach fugues to observe what there was to observe, but in this case he slipped up with a vengeance.

"Those who perpetuated this error, had they sufficiently analyzed Bach's fugues, would have noted that his fugues always begin either on the tonic or on the dominant. If the first note of the subject is the *tonic*, the answer will begin on the *dominant*, either a fifth above or a fourth below, according to the disposition of the voices. When the first note of the theme is the *dominant*, as it is in the Bach chromatic fugue, the answer is on the *tonic*, a tonal answer. This answer always contains a modification of some kind. Now the modification may be either intervallic or rhythmic. In the chromatic fugue the theme begins on the dominant (A). As usual Bach begins the answer on the tonic (D) and the modification is the added sixteenth note (E). In short, anyone who accepts Von Bülow's version has failed to understand the Bach fugue principle, an error particularly grievous in this case because Bach's logical development of this modification occurs time and again throughout

the entire piece, each time with more dramatic effect." Here Mr. Chasins was at the keyboard again—"You see it goes so . . . Then finally like this . . . It is so marvelous!" Again he was back and in the middle of his rapidly spoken explanations.

"When one comes to play the moderns it is hardly possible to make such stylistic mistakes. Sometimes, however, it is to be remembered that the greatest respect for the composer does not always indicate a literal translation of what he set forth. I have encountered musicians who said, 'I let the music speak for itself!' Mr. Chasins threw his hands in the air. "As somebody said, 'If music could speak at all, it would say, "For God's sake interpret me!"' A composer's music would be unreadable if he put in everything. You have to leave something to the interpreter's gifts. You have to leave something to the recreative role of the performer." He looked at me as if he would welcome an argument on that point. I nodded vehemently.

Then he was off again. "I remember with great pleasure playing Ravel's little masterpiece for him, his 'Sonatine.' In striving to achieve what it seemed to me the composer meant and wanted, I employed the *sostenuto* pedal very freely in rather tricky ways which enabled me to hold certain harmonies or notes against a staccato background in the way, a woodwind chord might be held against pizzicato strings. And I remember with what undisguised delight Ravel heard these and thanked me for them. I had the same experience playing compositions by Rachmaninoff and Godowsky for their creators.

"You can well imagine that being a composer myself I am pretty careful about indications in the text. When I finally come to a decision that some deviation from the text will only enhance the effect which the composer originally wished, it is only after very soul-searching inquiry. In all modesty let me say that the only reason composers have been so receptive to the few things I have taken the liberty of altering has been because in every other part of the work in question I have had the printed page in front of my mind's eye. Every accent, every *crescendo* and *decrescendo*, every tempo indication has been as nearly as possible a replica of what the composer had set down for me and everyone else to see.

"Also I have come to understand better the interpreter's role, because artists in playing my own works for me have taught me a great deal when they have exercised their own recreative intelligence and subjective instinct. However—and here is the big point—old masters who themselves cannot be personally consulted may not be dealt with with the same forthrightness. Each deviation must be subjected to the most conscientious consideration within the bounds of authenticity. One must know the whole mass of facts concerning setting, history, notation, ornamentation, instrumentation, style. Artists are those who in interpreting the old masters do not rely on that loose approach called instinct but who first know chapter and verse and can cite it in every instance. Only these may permit themselves the smallest deviation.

"There is a general opinion that musical analysis is a theoretical subject unrelated to dramatic performance. You find many interpreters who are skeptical as to the merit or even importance of analytical understanding. Quite simply, I believe that a musician should know what he is doing, that he will grow by knowing

what is knowable in his work. I therefore conclude that musicians will be better for understanding not only the music they play—everything they can possibly find out about it—but the whole literature of music. There is a variety of analysis which chops music into little bits. It is mainly concerned with glorifying the unimportant. Those who resort to such procedure value casual thematic, harmonic resemblances above exciting contrasts. They highlight inner voices at the expense of the main flow of music. That is the kind of analysis I detest. Analysis—I see it as having only one eventual function—the complete realization of the composer's style by illuminating the dramatic features of form, modulation and figuration, so that the music will pour forth in a flowing and coherent stream."

—Hope Stoddard.

Opera as Twenty-five See It

OPERA LOVER'S COMPANION, edited by Mary Ellis Peltz. 385 pages. Ziff-Davis Publishing Company. \$5.00.

Since twenty-five authors discuss herein thirty-eight operas with little similarity in approach, point of view, emotional reaction or technic, it is difficult indeed to review the contents as a single volume other than to say that all discussions dwell at some length on the steps in the creation of the operas—libretto finding, reason for choice, episodes in planning and composing, and premieres—and that all discuss with care and occasional flares of inspiration the musical structure. The levels of craftsmanship vary so widely we can scarcely generalize further than that.

A penetrating analysis of "Fidelio" is that of Herbert F. Peyser. His chapter on "Otello" is also a clever interweaving of score and emotional content. Paul Nettel in "The History of Faust and His Friends" deserves a pat on the back for illuminating an obscure niche in history. For his knack of calling a spade a spade and even pointing to the earth clinging to it—this in his forthright analysis of *La Gioconda* (the "Mae West of Opera")—we put in a word for Robert Lawrence. Touching as well as vivid is Luigi Giovanola's article, "Death and Rebirth of Madama Butterfly," on the initial failure and later success of this Puccini work.

We must bewail a certain niggardliness in the editorial policy. Notational examples might so well illuminate such statements as "the strain of Celtic character which paints the sea" . . . "the nerve-wracking atmosphere enhanced by the sultry lower tones of the flute" . . . "the song beginning with a kind of Oriental, wordless call." Yet no such illustrations are offered. There is an equal reluctance to give direct information as to authorship. To find out to whom the initials at the chapter endings refer, one must turn to the front of the volume and trace through the key there before capturing the whole name. Contrariwise, after scanning the lists of authors in the front one must sifger through every page up to where the grudging initials appear before one finds out the portion contributed by that author. In the case of Lisa Sergio, for instance, we had to ruffle through to page 310 to discover her excellent article on "Shakespeare in Music!"

These ambiguities aside, we have yet to praise the effort which brings together learned discussions of these thirty-eight century-tested operas.

Minutes of Meeting of the International Executive Board

OF THE AMERICAN FEDERATION OF MUSICIANS
August 24th to October 12th, 1948, inclusive

570 Lexington Avenue,
New York, N. Y.,
August 24, 1948.

The conference with representatives of the motion picture studios reconvenes at 2:00 P. M. President Petrillo in the chair.

There is a discussion of the various proposals submitted by both sides.

The conference adjourns at 5:00 P. M.

The Board reconvenes at 5:00 P. M. President Petrillo in the chair. All present.

Resolution No. 16, which was referred to the Board by the Convention, is now considered. This provides for an increase in scale for grand opera while on tour.

BE IT RESOLVED, That the first sentence of Article XIII, Section 2 of the By-Laws of the Federation be amended to read as follows:

"Orchestra for grand opera for not more than seven performances in each week, per man, \$210.00."

Inasmuch as the New York local had submitted a request for a 20% increase and unemployment and social security benefits, the ultimate result was that the Opera gave notice that it would not continue for the 1948-49 season. It was then that fourteen unions held a meeting and decided to carry on under the same wages and conditions as the 1947-1948 season. Therefore, the Board feels it is not advisable to concur in this resolution. It is understood that if any craft gets an increase, the musicians will also benefit.

Resolution No. 3, which was referred to the Board by the Convention is now discussed. It is decided to lay the matter over for the time being.

The matter of jurisdiction over Crystal Beach, Ont., Canada, is discussed. It develops that the Federation law provides that an original jurisdiction shall not exceed 10 miles to be measured from some central point. Crystal Beach is beyond the 10-mile limit of Local 43, Buffalo, N. Y., and is therefore special jurisdiction which the International Executive Board has the authority to modify if the interests of the Federation so demand it. In this instance, due to Crystal Beach being in Canada and the complications arising through the collection of the 10% Federation surcharge, it is deemed to be in the best interests of the Federation that Crystal Beach be allocated to the jurisdiction of Local 298, Niagara Falls, Ont., Can. This to take effect on January 1, 1949.

The session adjourns at 5:45 P. M.

570 Lexington Avenue,
New York, N. Y.,
August 25, 1948.

The Board reconvenes at 1:00 P. M. President Petrillo in the chair. All present.

Figures presented by the motion picture interests are discussed.

A recess is taken at 2:00 P. M.

A conference is called with the motion picture producers.

The Board reconvenes at 5:00 P. M.

Matters of interest to the Federation are discussed.

The session adjourns at 5:45 P. M.

570 Lexington Avenue,
New York, N. Y.,
August 26, 1948.

The Board reconvenes at 1:00 P. M. President Petrillo in the chair.

All present.

Counsel Milton Diamond with three assistants is present for a discussion concerning legal phases of Federation affairs.

A recess is called until 2:30 when the Board reconvenes at the Waldorf-Astoria Hotel in New York City.

Attorney A. Walter Socolow appears, together with representatives of the following transcription companies, at their request:

Associated Program Service
World
McGregor
Lang-Worth
Sesac
Standard Transcription Co.

They discuss with the Board problems of the transcription business. The representatives retire. The Board discusses the proposals of the companies.

Other matters concerning the Federation are discussed.

A recess is called at 5:30 until 7:00 P. M., at which time a conference with the motion picture producers is held.

The producers make various proposals which are thoroughly discussed. The producers retire.

The Board decides to offer to renew the contract for one year under the same conditions with the proviso that negotiations may be reopened on 60 days' notice on behalf of the Federation.

Upon the return of the producers they are advised of the proposal, which is accepted by them.

The session adjourns at 11:45 P. M.

Waldorf-Astoria Hotel,
New York, N. Y.,
August 27, 1948

The Board reconvenes at 2:00 P. M. President Petrillo in the chair.

All present.

Treasurer Gamble reports that he has been advised by the investment house of Bond and Goodwin that it is possible to sell U. S. securities and purchase UN bonds with the proceeds.

On motion made and passed it is decided to confine the investment of Federation funds to United States and Canadian Government securities.

The Treasurer inquires whether per capita tax should be paid on travelling members who pay dues in other locals without depositing transfer cards.

The matter is laid over until the mid-winter meeting.

The Treasurer reports that there are 38 local secretaries who are not bonded in accordance with Section 1 (a) of Article VIII of the A. F. of M. By-Laws.

It is decided to refer this matter to the President.

The committee of the Board which was to prepare a statement of policy of the Federation regarding Social Security and Unemployment taxes requests further time to prepare same.

It is decided to lay the matter over for one month in order to give the committee time for further study.

The Recording and Transcription Fund is discussed.

On motion made and passed the President is authorized to negotiate and conclude agreements covering the recording and transcription field.

The caterers resolution, for which a committee of Local 802, New York, N. Y., requests approval, is now discussed.

Action is deferred.

A proposed amendment to the copyright law as proposed by Mr. Cabot is discussed.

The matter is laid over to the mid-winter meeting inasmuch as the new Congress does not go into session until January, 1949.

Resolution No. 15, which was referred to the Board by the Convention, is discussed.

RESOLVED, That Article XIII, Section 1, Subdivision C of the By-Laws of the Federation (page 126) be amended by adding thereto the following paragraph:

"When services are rendered in the jurisdiction of a Local whose minimum scale or conditions are higher than those set forth above, the higher Local scale or conditions shall govern."

(Continued on page twenty-eight)

Strictly Richter



Cart. 1948, King Features Syndicate, Inc., World rights reserved.

"There must be other ways to economize. Get rid of that radio and use the band."

That people prefer live music is a by-word. This cartoon from the New York World-Telegram is one of the many indications of this preference. It is reprinted by permission of Richter and the King Features Syndicate.

THE TURN OF THE DIAL

Singing Stars

The answer to an aspiring singer's prayer—if the singer happens to be twenty-five years or less, and a Canadian—may be found in the radio program, "Singing Stars of Tomorrow." This program, sponsored by the York Knitting Mills of Canada, is designed to bring attention and distinction to promising young vocalists from all parts of the Dominion. Twenty-six broadcasts are heard each season in the series, under the musical direction of Rex Battle.

Last year, in the fifth series, forty-four young artists were presented, of whom twenty-five were ladies and nineteen were men. They were selected by an audition committee for scholarship awards from over 500 applicants. Each performance was scored by a panel of five independent judges located in different cities in Canada. During the semi-finals each singer was again judged to determine the winner of the awards, which were presented on the final program.

The young woman and the young man who merited first place each received scholarship awards of \$500.00. Those who came second were presented with scholarship awards of \$250.00 each. In addition, one young singer, credited with the highest over-all marks, was awarded an extra \$500.00.

Winner for the Grand Award and the First Award for men was Gilles

Lemontagne of Quebec City. The First Award for women went to Elizabeth Benson Guy, from Bridgewater, Nova Scotia. Ernest Adams, from Vancouver, B. C., received the Second Award for men, and its equivalent for women was presented to Yolande LaGrenade of Montreal.

Opera Televised

Since this was the first viewing by the writer of opera over television, it is obvious that no basis for comparison can be offered. I arrived at Radio City, New York, at 8:30. The televising of "Hansel and Gretel,"

Locklin (the evening's Hansel) who were waiting rather feverishly for the others to emerge from the make-up room and went to the darkened little viewing auditorium

At nine, after the commercial had ushered in a galaxy of its products, "Co-Opera" introduced via the fairytale by the fire-side routine the first act of "Hansel and Gretel." Two pianists, Margaret Denison and Joan Slessinger, gave a fair suggestion of the orchestral portions. As Hansel and Gretel (sweet-faced Florence Forsberg) staged their little domestic brother-and-sister dialogue in song and dance, one noted a curious marriage between stage and movie performance. There was the theatrical sense of the thing being done there and then, this evidenced by occasional miscalculations—Gretel getting out of focus or Hansel obscuring Gretel in the cramped four-square of the camera's focus. But there was a movie-like sense, too, that flesh-and-blood had been rarified by a distance too wide to compass.

The appearance of the mother (Dean Mundy)—she was perhaps a less felicitous actress but her voice carried well—gave greater complexity to the plot and a rather congested appearance to the small stage. The children were dispatched into the forest luckily before father came in—Harry Wayne of the strong, well-controlled voice and the pleasing personality—who quickened a situa-

(Continued on page twenty-nine)



Rex Battle, Conductor of "Singing Stars of Tomorrow"

Additional awards of \$100.00 each were made to five other artists who received honorable mention.

This season "Singing Stars of Tomorrow" is again being heard every Sunday over the Trans-Canada network of CBC.

by the new and enterprising opera company, "Co-Opera," was to begin at 9:00, but I found out no one was admitted to the actual studio on the eighth floor. So I shook hands with Sam Morgenstern (Musical Director of Co-Opera) and William Mc-



On January 15th, at 3:00 P. M. (EST), the Nashville Symphony Orchestra will be heard on the new NBC series, "Orchestras of the Nation." An all-American program will be presented, directed by the young American conductor, William Strickland, and with Robert MacDowell,

as piano soloist. Homer Keller's 1947 Overture, commissioned by the Nashville Orchestra and premiered by it last season, will open the program, followed by the MacDowell Piano Concerto No. 2 in D minor. Robert Ward's Symphony No. 2 will close the program.



Above: Boise, Idaho, Local 537, ensemble, under George Ganz, playing at children's concert at Cone House.

Below, left: San Diego, Calif., Local 325, bandmen give a park concert in the public bandshell.

Above: Band from Winnipeg, Manitoba, Local 190, playing at Veterans' Home, R. H. Sumner, conductor.



Below: Honolulu Local 677 plays for a free public concert at Kapolei Park on August 8, 1948.

Above, right: Orchestra from San Francisco, Calif., Local 6, plays for a teen-age dance at Fairfax, Calif.

Below: Members of Fort Wayne, Indiana, Local 58, play a band concert for a crowd of 1,500.



Round the
Compass with
A. F. of M. Recording

THE PICTURES on these pages, showing many of the activities financed by the Recording and Transcription Fund, are a selection from the many published in the Federation's booklet, "Music For the People." The booklet is a generalized accounting of our free public music program, designed to show its scope and its valuable accomplishments. Like the program itself, the booklet is the creation of members of the American Federation

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The Next Page



Above: Fond du Lac, Wis., Local 309, band plays a concert in Main Street at a community celebration.



Below, left: Orchestra ensemble from Toledo, Ohio, Local 15, plays at Community Chest dinner.

Above: An ensemble made up members of Montreal, Canada, cal 406, plays for veterans.

Round the
Compass with the
M. Recording Fund

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has been made. The sin-
cere thanks of the Interna-
tional Office go to all who
volunteered information
and photographs and to
those who responded to
requests.

For More
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Below: Orchestra from Jersey City, N. J., Local 526, plays for a West New York, N. J., block dance at the opening of the town's Golden Jubilee ceremonies.



Above: Paul White's orchestra from Rochester, N. Y., Local 66, plays a concert at the Monroon County Home, before an attentive and appreciative audience.





Upper left: Dance bandmen from Joliet, Illinois, Local 37, play for veterans and their guests.

Above: Atlantic City, N. J., Local 661, plays at the Home For Crippled Children, Longport, N. J.

Left: An ensemble made up of members of Wilkes-Barre, Pa., Local 140, plays a public concert.

Lower left: Orchestra from the Belleville, Ill., Local 29, plays for a teen-age dance in New Athens, Ill.

Below: Ensemble from Louisville, Ky., Local 11, entertains the patients in a veterans' hospital.





Above: Bandmen from Kenosha, Wis., Local 59, perform an all-Bousa concert on August 26, 1948.

Above, right: Musicians from Belleville, Ill., Local 29, greet the Freedom Train.

Right: Ensemble of members from Schenectady, N. Y., Local 85, plays in children's hospital.

Below: Ernest Ballabury, veteran in Detroit, Mich., was rehabilitated through music.

Below, right: Children, North and South, like the sousaphone. Left: Troy, N. Y. Right: Atlanta, Ga.





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Minutes of Meeting

(Continued from page twenty-two)

On motion made and passed it is decided to refer the resolution to the President.

Resolution No. 67, which was referred to the Board by the Convention, is discussed.

Action is postponed until the mid-winter meeting.

The Treasurer reports a situation in connection with Local 678, Charlton, Iowa, which local is not functioning.

He is instructed to take the matter up with the President.

On motion made and passed it is decided that George Gibbs and J. Wharton Gootee of the President's office receive \$15.00 per day as expenses in connection with additional services at the New York Board meetings.

On motion made and passed it is decided that the salary of Studio Representative Gillette be increased from \$7,800.00 per annum to \$8,500.00 per annum.

Other matters of interest to the Federation are discussed.

The meeting adjourns at 4:30 P. M.

Special Meeting

570 Lexington Avenue, New York, N. Y., October 5, 1948.

The meeting is called to order by President Petrillo at 12:30 P. M.

Present: Bagley, Cluesmann, Gamble, Parks, Hild, Kenin, Clancy, Weber, Kerngood, Weaver.

Absent: Murdoch, who is attending the Convention of the Trades and Labor Congress in Victoria, B. C., Canada.

The recording situation is, discussed in all its phases.

The session adjourns at 3:15 P. M., at which time the Board goes into conference with the following representatives of the various record companies:

- Frank White, President
- Ralph F. Colin, Counsel, Columbia Records
- J. E. Murray, Vice-President
- J. H. McConnell, Vice-President
- N. E. Dulles, Counsel, R. C. A. Victor
- M. R. Rackmil, Ex. Vice-President
- Henry Cohen, Counsel, Decca Records
- Frank Walker, M. G. M. Records
- Walter Rivers
- W. K. Petigru, Capitol Records, Inc.
- Jack Pearl, Phonograph Record Manufacturing Association
- John Hammond, Vice-President
- Paul J. Kern, Counsel, Mercury Record Corp.

The company representatives submit various proposals which they explain and discuss with the Board.

The conference adjourns at 5:15 P. M.

The Board reconvenes at 8:30 P. M. President Petrillo in the chair.

All present.

A report is received of Labor's Political Education Committee.

The Board discusses the proposals of the record companies and also the recording situation in general.

The session adjourns at 10:45 P. M.

570 Lexington Avenue, New York, N. Y., October 6, 1948.

The Board reconvenes at 1:00 P. M. President Petrillo in the chair.

All present.

The Board again discusses the proposals of the record companies.

Director of Public Relations Leyshon submits various proposals in connection with his department.

The Board recesses at 4:00 P. M. to go into conference with the representatives of the record companies.

The proposals of the companies are discussed with the representatives.

The conference adjourns at 4:30 P. M., at which time the Board reconvenes.

The situation with the independent motion picture companies is discussed.

Other matters of interest to the Federation are discussed.

The session recesses at 5:15 P. M. until 8:00 P. M.

Executive Officer Kenin reports on the meetings of the Federation Committee with the independent motion picture producers.

Other matters of interest to the Federation are discussed.

The session adjourns at 11:00 P. M.

570 Lexington Avenue, New York, N. Y., October 7, 1948.

The Board reconvenes at 3:00 P. M. President Petrillo in the chair.

All present.

President Mark Woods of American Broadcasting Co., Inc., appears and explains that the company is making plans to televise certain performances of the Metropolitan Opera Company in addition to the broadcasts and requests that a price for the services of Federation members be set for that purpose.

The matter is discussed and left in the hands of the President, together with other television matters already so referred.

The session adjourns at 4:00 P. M., at which time the Board goes

into conference with the representatives of the record companies.
 The companies modify their proposals to the extent of eliminating all but five points. There is a general discussion.

The conference adjourns at 5:30 P. M.

The Board reconvenes at 8:00 P. M.

The five points submitted by the record companies are discussed.

The suggestions of Public Relations Director Leyshon are now considered.

On motion made and passed the suggestions are left in the hands of the President with full power to act.

Other Federation matters are considered.

The session adjourns at 11:00 P. M.

570 Lexington Avenue,
 New York, N. Y.,
 October 8, 1948.

The Board goes into conference with representatives of the record companies at 2:00 P. M.

Various matters in connection with an agreement are discussed.

The conference adjourns at 3:30 P. M., at which time the Board reconvenes. President Petrillo in the chair. All present.

Various matters looking to an agreement with the recording industry are discussed.

The Board also considers other matters of interest to the Federation.

The session adjourns at 4:30 P. M.

570 Lexington Avenue,
 New York, N. Y.,
 October 11, 1948.

The Board goes into conference with the representatives of the

record companies at 2:00 P. M.

The Board discusses with the representatives the various proposals under consideration.

The conference adjourns at 5:15 P. M., at which time the Board reconvenes. President Petrillo in the chair. All present.

The Board discusses matters in connection with the recording situation.

The session recesses at 5:45 P. M. until 7:30 P. M.

The Board discusses the various proposals of the record companies. The Board goes into conference with the representatives of the record companies at 9:00 P. M.

The Board makes certain proposals to the representatives, who retire for private discussion. The representatives return, and inform the Board that they are not in a position to give a definite answer.

The session adjourns at 11:15 P. M.

570 Lexington Avenue,
 New York, N. Y.,
 October 12, 1948.

The Board goes into conference with the representatives of the record companies at 1:00 P. M.

The Board submits its final proposal to the record companies. The representatives reject the proposal and the conference adjourns without coming to an agreement.

The Board reconvenes at 4:00 P. M. President Petrillo in the chair. All present.

There is a general discussion of the entire situation.

Other matters of interest to the Federation are also discussed.

The meeting adjourns at 4:30 P. M.

The Turn of the Dial

(Continued from page twenty-three)
 tion which was about to suffer some petering-out.

Now—after an intermission when the benign sponsor presented jars and jars of his product on tiny pantry shelves—came the beautiful forest scene, with its cuckoo and its strawberry eating and its echoes. Television gained over the stage here, since, movie-like, it allowed for a sense of limitless space continuing with the help of the imagination beyond the small frame.

After the children had their sleep, the dew fairy, Genevieve Warner, she of the lustrous tones, came, lovely and transparent (this is done through superimposition of photographic plates) and awakened the children.

The witch (Marion Selee) in the next scene was as sinister as she should be—and as funny. Her dance

with the broomstick was a marvel of agility within almost inch-narrow confines. Her harsh laugh was nerve-tingling. We were sorry to see her disappear into the furnace.

So much for what I saw in the viewing room. Afterward, wandering among the scenery, I was given a "fairy tale within a fairy tale—of actors going through their motions (as dancers do via choreography) with no stage sets whatsoever to aid them, but only diagrams on the floor, of witch fires set off by sterno (we opened the iron door and saw the neat cans on the shelf inside), of cages made of twists of paper. But one thing was real enough. We know because we tasted it. The stage director solved the problem of the gingerbread roof by the simple expedient of using ginger cookies, dozens of them, scalloped around the edge of the roof. They looked fine, and they tasted fine, too.



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Over Federation Field

By CHAUNCEY A. WEAVER

TAKING A TUMBLE TO SELF

*He took a tumble to himself
And landed upside down;
From there they placed him on a shelf,
And clothed him in a gown.*

*For fourteen days he never knew
'Twas daylight and the dark,
Was unconcerned with black and blue
Or any other mark.*

*At last the clouds began to break,
The stars commenced to shine;
The very atmosphere to slake
The soul with rich red wine.*

*"Call this a poem!" some may sneer;
But we shall ne'er forget,
Those many friends from far and near
With eyes which still are wet.*

There are few readers of this page who have not heard or read the expression, "He Should Take a Tumble to Himself." There is a literal and a figurative meaning to the phrase. We would not trifle with the canons of good taste in relating *in extenso* the facts in the episode we are about to relate, if so many inquiring friends had not invited us so to do.

It was a golden October afternoon. Under an impulse to do something useful about the home, we gathered up an armful of discarded newspapers and headed for a garret depository. We had about reached the top stair when both feet went into reverse and with accelerated speed—abetted by the law of gravitation—we landed on the bottom floor.

For one solemn moment we knew what had happened. Then darkness descended, and we went out into unconscious night.

On authority of our attending physician, Dr. E. R. Posner, the statement stands: "Weaver, for fourteen days you did not know your own name!"

Sometimes even yet we are not dead sure of it.

Such is life this side of the mystic shadow-land.

Slowly, but we think surely, we are securing a substantial foothold on this "bank and shoal of time," until the final tolling of the bell which will signal, "sunset and evening star," the summons which awaits us all.

We must not dismiss this subject without embracing the happy opportunity of making acknowledgment of the wonderful Federation response called forth by the news concerning what happened. Letters, cards, even telegrams—inquiring, solicitous, sympathetic—came from all sections of the jurisdiction. Acknowledgment of each one would be beyond the capacity of time and strength.

Iowa Methodist Hospital officials were considerate; nurses and attendants were faithful and efficient; courtesy and the spirit of helpfulness everywhere prevailed.

Somehow the lines of Whittier persist in calling for acknowledgment:

*The healing of the seamless dress
Is by our beds of pain;
We touch Him midst life's throng and
press,
And are made whole again.*

Whence cometh the inspiration which buds and blossoms in a Karl L. King, Fort Dodge, Iowa, catalogue of band music made familiar in local concerts, state fairs, circuses and wherever the best creations of this class of entertainment are enthusiastically heard? Does it come during Karl's stately tread along the elm-shaded walk between home and place of business? Does it come from gazing upon a field of corn waving majestically beneath the summer sun? Or does it come when listening to the musical wave tremolo at some beautiful Iowa lakeside?

We do not attempt an answer and Karl is not wont to indulge in much vocal declamation concerning the wellsprings of his genius.

Is Karl a great march writer? If you would really like to know, seek opportunity to hear a good band play the "Barnum and Bailey Favorite." You will find yourself riveted to the spot.

Karl made his first bow in the John Robinson circus as a baritone player in 1910—later known as the Yankee Robinson aggregation. His advance as a circus band leader was rapid—Sells Floto and Barnum and Bailey were included in the list. For a season he directed the "Grand Army Band," known as "McKinley's Own," at Canton, Ohio.

The spirit of wanderlust, if that is what he had, seems to have largely oozed from his system, for he has been a sturdy fixture for nearly thirty years at Fort Dodge, from which vantage point he is a regular attraction at the Iowa State Fair. He maintains a busy music store at Fort Dodge. Visitors there to can frequently find him seated at a piano thrumming the keys as some newly conceived melody scores for a fixed place on the printed musical page.

Yes, Iowa is a noted corn-raising state; but the art of music is not neglected.

We are in receipt of the first issue of the Podium, official organ of Atlanta, Georgia, Local 148. This is something new in journalistic nomenclature. First impression with some may be that a podium is some kind of potato-masher. That would be wrong. "Podium" means, according to Webster, "dais, as for an orchestra conductor." Local 148, well-organized, progressive, and up-to-date, is one of the strong and influential units of the Federation. Our thanks to Secretary Herman Steichen for an initial copy.

*If you should chance to lose a leg,
You are that much bereft;
And yet—still onward you may peg—
You have another left.*

INTERNATIONAL MUSICIAN

CBS Music Arranger Going Strong at 85

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CBC Times.

If you passed Louis Waizman on the street in Toronto, you'd notice a small, slightly stooped man with a sallow complexion, a gray mustache, and twinkly eyes behind spectacles, tapping along slowly with his cane. If you're one of his hundreds of friends, you'd get a warm, dreamy smile and a bright, sometimes humorous, salutation. But if you don't know Louis, you'd probably think: "There's a pleasant-looking fellow who's just taking it easy. Must have retired years ago, and now he's sleeping late, moseying around the house in his carpet slippers, or taking a few short walks for fresh air."

But you'd be wrong. Because in the musical world, Louis Waizman is a legend of early rising and hard work that puts younger people to shame. He's very much up and coming, and if you've ever wanted a recipe for longevity, take a lesson from Louis.

On November 6th this important but modest little man, who writes special arrangements of music for CBC concerns and shows, passed a milestone in his long career. He celebrated his eighty-fifth birthday. And friends old and young, musical and unmusical, gathered to wish him continued health and a long life.

Ever since his birth in the same house as Mozart in Salzburg, Austria, where his father was third successor to Mozart's father as cathedral organist, Louis Waizman has been running on an almost split-second schedule—in fact, his associates have been known to set their watches by Louis' comings and goings!

Rain or shine, summer or winter, he rises at six sharp every morning—

no turning over for another forty winks, either. When the clock strikes eight, he checks in at the CBC Jarvis Street studios. Usually he sits for a while smoking in the lobby with a smile for everyone, and a quip for his special pals.

Then he stows away his "furnace," as he calls his pipe, and gets down to work, turning out musical arrangements in record time and with great accuracy. On the dot of 11:15 he leaves his tidy little office and goes downstairs to the cafeteria for two cheese sandwiches and a raisin square. He likes raisins because they're full of iron, and that, he says, is what helps to keep him healthy—he's never been sick a day in his life.

This week Louis celebrates another occasion, the fifty-fifth anniversary of his arrival in Canada from Austria. In the "old country" he studied music in Munich, where one of his fellow students was Richard Strauss. He plays all stringed instruments, the piano and organ.

He's been associated with the Toronto Symphony Orchestra since its beginning, as violist for ten years, and as librarian for twenty-three years, a post from which he retired in 1946. He's been in radio for fifteen years.

He is a composer of note, too, and his most prized possessions are records of more than two hundred of his musical sketches. All his works are impressively imaginative and the finish of his craftsmanship has been highly praised by critics.

Louis hasn't any plans for retiring—"today is big enough for me," he says. But his musician friends hope that they'll be privileged to play Waizman arrangements for a long time to come.



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Books of the Day

By HOPE STODDARD

AS THE lid clicks shut on another year even the most hurried allow themselves a few seconds to think back gratefully on the gifts it has bestowed. As book reviewer, our contemplation takes on a special cast. Through the months of 1948 and those before, hundreds of books have accumulated on the shelves here at the office. We would like to give brief recognition to those which, during the past year, have meant something outside the average.

So we cite gratefully *A Dictionary of Musical Themes* by Harold Barlow and Sam Morgenstern—a book with hardly a line of text but one which has made us rich in melodies, ours because we can hum them and name them. Then there is the *Harvard Dictionary of Music* by Apel which we have consulted scores of times, especially under its less usual headings, such as "Satire in Music," "Bulgarian Music," "Nocturnes," as well as the Baker *Biographical Dictionary of Musicians* to which we go for final settling of moot points. Such volumes we resort to for verification and amplification, as we do in large part the copious Brockway and Weinstock *The Opera*, the exhaustive *Music for the Millions* by David Ewen and *The Year in American Music* by Julius Bloom. These are editor's essentials, like pencils and paste-pots.

For picking up information which intrigues and beckons rather than points out and cubbyholes, however, we are grateful to another set of authors. We give word of thanks to Klaus Mann for casting, in his *Pathetic Symphony*, a human glow over the tortured face of Tchaikovsky. We offer whatever return we can by way of better thinking and better feeling for being allowed to glimpse greatness through the eyes of greatness, in Romain Rolland's *Essays on Music*. We are glad Lotte Lehmann in her *My Many Lives* was sensitive enough to portray the feminine psyche more truly than ever, to our knowledge, any psychologist has presented it. We stand in debt to Cecil Gray for offering, in his *Contingencies and Other Essays*, as finely spun sentence-texture—warranted none the less to hold the weightiest thoughts without sagging—as we have run our mind's fingers over in many a day. We have Victor Seroff to thank for giving so amusing a description in *The Mighty Five* of the utterly zany household of Borodin. And we are grateful to H. W. Heinsheimer who, from astuteness, courage or just plain honesty, has presented, via his *Menagerie in F-sharp*, amid a welter of strange doings in high professional places, a real and human personality—his own.

Moreover, we are obliquely grateful to Aaron Copland's *Our New Music* (we know this is of earlier vintage, but it's still good!) because it so effectively marshals our own dissenting arguments; to Slonimsky's *A Thing or Two About Music* because without rhyme or reason, but with refreshing insouciance, it peppers one with the curious and the quaint; to Thomson's *The Art of Judging Music* because its unequivocal reactions arouse a like dogmatism in us; and to Sophie Drinker's *Music and Women* because it

is factually so impeccable but ideologically so often at variance with our own opinions that it has brought these latter to a nice firm jell.

So to these who for a brief span have winged our imagination, seeded our thoughts and warmed our heart, we hereby render thanks!

Now for the 1949 crop! May it be half as broadening, half as stimulating.

THE YEAR IN AMERICAN MUSIC, 1948 Edition, edited by David Ewen. 551 pages. Allen, Towne and Heath, Inc. \$6.00.

This, the second of the year-books of our American musical scene, is even more comprehensive than the first. It gives day by day report on the whole period from June 1, 1947, to May 31, 1948, in its first half. In the second half it presents alphabetically musicians who have been in the news during the year, and a resume of their achievements. Composers of America are similarly dealt with. Then there is a listing (with explanations) of world and American premieres, of festivals, of orchestras (major and minor), of opera companies of awards, of motion pictures, of books on music, of obituaries, of recorded music.

Mr. Ewen cannot be too highly complimented on his fairness in dealing with controversial issues—statements of parties on both sides are always quoted at equal length—for his discernment in culling the significant, and for his wisdom in letting time pass final judgment.

It's a year, then, in music. We don't see how it could be lived, for those imaginatively gifted, more enjoyably, more restfully, than to finger through the pages of this book.

TOMORROW IS BEAUTIFUL, by Lucy Robins Lang. 303 pages. Macmillan Company. \$3.50.

We do not know why a few infinitely fortunate individuals seem to be born into the world for the express purpose of making it more livable, more hopeful and more beautiful, but we do know Lucy Robins Lang is such a person and that her recountal of the development of the labor movement in America is a recountal of the persons in this movement she has helped. Her outgoing spirit found she could not relieve their suffering without bettering conditions in general; so she set about doing that. Her zeal brought her before great gatherings as well as into close friendship with labor's leaders—Samuel Gompers, William Green and others—and sent her traveling to the far corners of the earth. She gives one of the most searing pictures of Soviet Russia as well as one of the most luminous of Scandinavia.

Her knack at portraying the general through the particular, her deep insight into human values, make the book a means toward gaining greater knowledge and an amazing recountal of how a person may raise herself—and humanity by so much with her—by her own bootstraps. And it is done through the inner urging of love. If it is a woman's way, it is still a most

efficacious way. That it has borne fruit William Green himself testifies, in the preface: "Mrs. Lang did well to call her book 'Tomorrow Is Beautiful,' for it is a record of courage and faith and high aspiration. She never engaged in misrepresentation, never used labor for selfish purposes, never sought office or remuneration. Her sole purpose was to serve the interests of working men and women and to promote their economic, social and industrial welfare. In telling her dramatic and revealing story, she has been inspired by a sincere desire for greater understanding and the enrichment of spiritual values. Those who read her book will gain a new knowledge of the labor movement, a clearer conception of the struggles through which it has passed, and will know that its objectives clear fully and squarely with the American way of life."

THE SHAPING FORCES IN MUSIC, an Inquiry Into Harmony, Melody, Counterpoint, Form; by Ernest Toch. 245 pages. Criterion Music Corp. \$5.00.

One hasn't to read more than two pages of this volume to discover that its author it not merely writing a treatise on the composer's trade. He has irons in the fire—and the fire is burning white hot. In his efforts to weld techniques into something more nearly approaching his (and the modernists') ideals, he resorts to chemistry, psychology, philosophy, poetry, and, fortunately for the reader, good, clear notational examples. Traversing nearly all fields of human learning, he withal retains the straight line of clarity. The simple merges into the complex with the reader scarcely aware of the transition and pleased to find himself reading about masculine and feminine types of melodies (and harmonies), of iterances and elisions and of the formative influence of music as though these were scales and chords of his childhood practice hours.

It is all pleasant. We second John Scott Trotter's opinion: "We read the book like a profound philosophy and yet we enjoy its light, airy and even cheerful aspect. We read it like an entertaining, exciting story. Yet when we have finished it we are aware of a deep enrichment of our knowledge. Here we find artistic experience integrated with human experience."

We cannot close this review without referring to that which really does not concern the book's contents at all—its dedication. For the heart-moving quality of these paragraphs, we quote them herewith in part: "To the country which gave me shelter when shelter was taken from me I dedicate this book in everlasting gratitude . . . I wish I could convey that this dedication is not a mere gesture. Life and work were put back into my hands when they were doomed for me to cease. With this awareness, and with the awareness also that whatever I have created since then and may still create is rightfully this country's, I presume to offer this dedication. May the book return in humble service and usefulness a fraction of what I have received."

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Trust Agreement with Record Companies

(Continued from page sixteen)

other advice setting forth the name of such party not then in default in the performance of any of its obligations to the Trustee;

(vii) whenever such delegation is deemed advisable, the Trustee may delegate to an agent of the Trustee, the power to make disbursements for services rendered or for considerations received or contracted for by the Trustee in accordance with the provisions hereof;

(viii) enter into an agreement or agreements in writing, not inconsistent with this agreement, with any depository or depositaries selected by the Trustee, covering the terms and conditions pursuant to which such depository or depositaries shall act.

(d) Subject to the terms and conditions set forth above, the Trustee shall hold, manage, invest and reinvest the trust fund and pay, apply, utilize and expend the entire net income therefrom and the principal thereof for the payment of compensation for and by reason of the services of instrumental musicians, for the expenses of presenting such performances, for the payment of the Trustee's compensation as herein provided, and for the payment of salaries, counsel and auditors' fees, and other expenses reasonably incurred in the administration of the fund.

4. Subject to the specific limitations otherwise imposed upon the Trustee by this agreement, the Trustee shall have the following additional rights, duties and powers, and shall enjoy the following privileges and immunities, subject to the following limitations:

(a) In the event that any first party shall default in the payment of any sums to the Trustee when the same shall become due pursuant to this agreement, the Trustee shall have the duty, right and power forthwith to commence action or to take any other proceedings as shall be necessary for the collection thereof, including the power and authority to compromise and settle. The Trustee's reasonable expenses, attorney's fees and other disbursements incurred in the collection of any such overdue sums shall be paid to the Trustee by the first party so defaulting and such payment shall be added to the trust fund.

(b) To deposit all money and property received by the Trustee, with or without interest, with any bank or trust company, insured by the Federal Deposit Insurance Corporation, and having capital, surplus and undivided profits exceeding \$5,000,000; provided, however, that in the event that Canadian dollars are receivable by the Trustee and it is not feasible or desirable to convert such Canadian dollars into United States funds, such Canadian dollars and any securities purchased therewith may be deposited in a Chartered Bank of the Dominion of Canada, anything herein to the contrary notwithstanding.

Except as modified by the provisions of subsection "(c)" of this paragraph "4" to invest and reinvest the said money and property only in bonds and other direct obligations of the United States of America and of the Dominion of Canada, without regard to the proportion which any such investment or investments may bear to the entire amount of the trust fund and to sell, exchange and otherwise deal with such investments as to the Trustee may seem desirable.

(c) In connection with the collection of any sums due to the Trustee hereunder, to consent to and participate in any composition of creditors, bankruptcy, reorganization or similar proceeding, and in the event that as a result thereof the Trustee shall become the holder of assets other than money, obligations to pay money conditioned only as to the time of payment, or property of the class specified in subsection "(b)" of this paragraph "4,"

(which assets are in this subsection "(c)" called "property"), to consent to and participate in any plan of reorganization, consolidation, merger, combination, or other similar plan, and to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to such plan, and to accept any property which might be received by it under any such plan, whether or not such property is of the class in which the Trustee is authorized by subsection "(b)" of this paragraph "4" to invest the trust fund; to deposit any such property with any protective, reorganization or similar committee, to delegate discretionary power thereto, and to pay part of its expenses and compensation and any assessment levied with respect to such property; to exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any such property, and to grant proxies, discretionary or otherwise, in respect thereof, and to accept any property which may be acquired by the Trustee by the exercise of any such rights, whether or not such property is of the class in which the Trustee is authorized by subsection "(b)" of this paragraph "4" to invest the trust fund. Anything to the contrary contained in this subsection "(c)" notwithstanding, the Trustee shall dispose of any such property within a reasonable time in order that the trust fund, to the fullest extent possible, at all times shall be comprised as specified in subsection "(b)" of this paragraph "4".

(d) The Trustee shall have the right, power and authority to enter into agreements with persons, firms, corporations, associations, and others engaged in the manufacture, sale and exploitation of electrical transcriptions, as first parties, and the Trustee, providing for the payment by such first parties of moneys to the Trustee, for the collection of such moneys by the Trustee, and for the administration, use, and expenditure of such moneys by the Trustee for the purposes of and as part of the Trust created hereunder.

(e) The Trustee shall not be liable for any loss sustained by the trust estate by reason of the purchase, retention, sale or exchange of any investment or by reason of any deposit of moneys permitted by this agreement, made by the Trustee in good faith, or by reason of any payment in good faith in accordance with the terms of this agreement.

(f) Parties dealing with the Trustee shall not be required to look to the application of any moneys paid to the Trustee or to ascertain whether the direction, certification or consent to any transaction is required or has been obtained.

(g) The Trustee has consented to act as Trustee hereunder upon the express understanding that the Trustee shall not in any event or under any circumstances be liable for any loss or damage resulting from anything done or omitted in good faith, and further, that this understanding shall not be limited or restricted by any reference to or inference from any general or special provisions herein contained or otherwise.

(h) The Trustee shall be entitled to reimbursement from the property in the hand of the Trustee hereunder for any and all payments of whatsoever nature which the Trustee shall be required to make in the Trustee's fiduciary capacity in respect of such property, and shall have a first lien on such property, for the amount of such payments.

(i) Commencing at the end of the first calendar half-year of 1949, the Trustee, within sixty (60) days following the end of each calendar half-year, shall furnish statements of the Trustee's operations to each of the first parties, and to any party engaged in

the manufacture, sale or other exploitation of electrical transcriptions, making payments to the Trustee, and to the Federation hereinafter referred to. Such statements shall set forth in reasonable detail the operations of the Trustee during the immediately preceding calendar half-year, the properties and moneys on hand, the total receipts from all first parties, the receipts from investments, the amounts of expenditures by the Trustee in each of the areas set forth in Schedule "A" hereto attached, the other expenditures and disbursements by the Trustee, and such other information and data as may be deemed appropriate by the Trustee to inform fully the recipients of such statements of the transactions of the Trustee during such period. The statements furnished by the Trustee within sixty (60) days following the end of each calendar year shall contain such information both for the immediately preceding calendar half-year and for the immediately preceding full calendar year and shall be certified by an independent accountant of good standing selected by the Trustee.

(j) The Trustee, at all times, without limitation to the duration of this agreement, shall keep full and accurate records and accounts concerning all transactions involving the receipt and expenditure of moneys hereunder and the investment and reinvestment of the trust fund, all in convenient form and pursuant to approved and recognized accounting practices.

(k) The Trustee generally may do all such acts, take all such proceedings, and exercise all such rights and privileges, not inconsistent with any specific provision to the contrary herein contained, although not specifically mentioned, with relation to such trust fund and the administration thereof, as might be done or exercised by an individual having absolute ownership of the same in his own right, and in connection therewith, may employ agents and attorneys and to enter into any covenants or agreements binding the trust estate.

5. The compensation of the Trustee shall be as set forth in Schedule "B" hereto attached, and shall be paid out of the funds and property in the hands of the Trustee.

6. (a) The Trustee may communicate the Trustee's intention to resign at any time by executing a written resignation acknowledged in like manner as a conveyance of real property entitled to record in the State of New York, and by filing such resignation with any first party hereto and simultaneously sending a copy thereof to the Federation hereinafter referred to and to those of the other first parties hereto who have made a payment to the Trustee on the payment date next preceding the date of such resignation. A successor Trustee shall thereupon be designated by the Secretary of Labor of the United States. Upon appointment of such successor Trustee, and the acceptance by such successor Trustee of the duties of Trustee herein provided, such resignation of the resigning Trustee and such appointment of the successor Trustee shall become effective. Such designation and appointment shall operate in like manner as though such successor Trustee were named herein. Each successor Trustee shall have like rights, powers and duties as those given to the Trustee hereinabove.

(b) In the event of the death or disability of the Trustee, a successor Trustee shall be appointed in the manner designated in subsection "(a)" of this paragraph "6".

(c) No Trustee under this agreement shall be a representative of labor, or of any union, or of employees within the meaning of Section 302(b) of the Labor Management Relations Act, 1947. In the event that such Act is repealed, amended or otherwise changed so as to permit the substitution of the following provision in place of the second sentence of subsection "(a)" of this paragraph "6," then the following shall be so substituted:

"Then the President of the Federation, hereinafter referred to, upon

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notice in writing communicated to each first party at its last known address, and to the Trustee, may designate a successor Trustee and successors to such successor Trustee. In such event, the then incumbent Trustee shall forthwith submit his resignation as such, if he has not already done so, and shall forthwith deliver to the successor Trustee so designated, all funds, books, records, and other data relating to the trust fund and the administration thereof. The conduct of any Trustee so designated shall be at all times in accordance with the terms and conditions of this agreement."

7. Any person, firm, corporation, association or other entity engaged in or desiring to engage in a business similar to that of the first parties, may apply to become an additional first party to this agreement by executing and delivering to the Trustee, at the Trustee's office in the City of New York, two (2) counterparts of Exhibit "C" hereto attached. The Trustee shall indicate acceptance of such application by appropriately completing such application, executing such two (2) counterparts at the said New York office of the Trustee, and delivering one (1) such counterpart to such additional first party at the Trustee's said New York office. The Trustee shall forthwith advise all other first parties and The American Federation of Musicians (hereinbefore called the "Federation") of the execution and delivery of such agreement.

8. This agreement and the trust created thereunder shall be governed, construed and regulated in all respects by the laws of the State of New York.

In witness whereof, each first party above named has hereunto set his name and seal, or has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, and Samuel R. Rosenbaum has hereunto affixed his name and seal, all as of the day and year first above written.

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SAMUEL R. ROSENBAUM

TRUST AGREEMENT WITH TRANSCRIPTION COMPANIES

This agreement, made and delivered in the City of New York, State of New York, the 30th day of December, 1948, by and between Empire Broadcasting Corporation, Lang-Worth Feature Programs, Inc., Musak Corporation, National Broadcasting Company, Inc., and WOR Program Service, Inc., and such other persons, firms, corporations, associations and others engaged in the manufacture of electrical transcriptions as shall hereafter agree to the terms and conditions hereof by executing and delivering a counterpart of this agreement in the manner herein provided (herein referred to as "first parties"), and Samuel R. Rosenbaum (herein referred to as the "Trustee"),

WITNESSETH:

Whereas, the Trustee has been constituted as trustee pursuant to that certain agreement dated December 14, 1948, by and among persons, firms, corporations, associations and others, engaged in the manufacture of phonograph records, as first parties, and the Trustee, copy of which agreement is annexed hereto;

Whereas, the first parties desire to make payments to the Trustee as herein specified, and each first party has executed and delivered this agreement and has assumed the duties and obligations by each such first party to be performed hereunder;

Whereas, the Trustee, in accordance with the request of each such first party, is willing to accept and to perform the duties on the Trustee's part to be performed hereunder, and to administer, utilize, and expend the moneys and property received by the Trustee hereunder in accordance with the terms and conditions contained in said agreement annexed hereto and as part of the trust fund created, collected, administered, utilized and expended pursuant thereto.

Now, therefore, in consideration of the premises, of the mutual covenants herein contained, of the undertakings assumed herein by each first party, and of the undertakings assumed herein by the Trustee at the request of the first parties, it is agreed as follows:

1. Each first party, simultaneously with the execution and delivery hereof, has paid to the Trustee an amount which such first party estimates to be equal to 33 1/3% of the payment which, on February 14, 1949, will become due from such first party to the Trustee pursuant to this agreement.

2. (a) Each first party agrees with each other first party and with the Trustee to pay to the Trustee for electrical transcriptions, and for spot announcement transcriptions (commonly known as "jingles"), whether such transcriptions are recorded on disks, wire, tape or in other forms, which are pressed, manufactured, or produced, in whole or in part, from master records recorded between September 20, 1943, and December 31, 1947, inclusive, and between October 1, 1948, and December 31, 1953, inclusive, containing performances by instrumental musicians who are members of the Federation hereinafter referred to, which are intended for use more than once and which, at any time since September 30, 1948, have been or shall be so used more than once by such first party, or, subject to the provisions of subsection "(g)" of this paragraph "2," by licensees, licensees, assignees, or other users deriving title, lease, license or permission thereto by, from or through such first party, by operation of law or otherwise, as part of a library service or otherwise, a payment equal to 3% of the gross revenues derived therefrom by each such first party or by any person, firm or corporation making pressings from such master records and deriving right, license or permission so to do from such first party by operation of law or otherwise.

(b) The term "gross revenues" as used in this agreement shall mean the gross revenues properly allocable to the

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male, lease, license or other exploitation of pressings made from master records described in subsection "(a)" of this paragraph "2," taking into account the practices of the first parties in supplying to customers cabinets, scripts, index cards, catalogues, and other items of services, materials, and facilities which are included in the payment made by customers to first parties for electrical transcriptions.

(c) The payments provided for in subsection "(a)" of this paragraph "2" shall not apply to commercial electrical transcriptions, which are manufactured for commercial radio broadcasting, which are intended for a single use, and which are so used.

(d) The payments provided for in subsection "(a)" of this paragraph "2" shall continue so long as any of the electrical transcriptions described therein shall continue to be used as therein described.

(e) Each first party on or before February 14, 1949, will pay to the Trustee, at the New York office of the Trustee, such portion of the aforesaid payments as may have accrued hereunder during the period October 1, 1948, to and including December 31, 1948. Thereafter, within forty-five (45) days after the end of each calendar half-year, following the execution and delivery of this agreement, that is, within forty-five days after June 30th or December 31st in each year, each first party will pay to the Trustee, at the Trustee's New York office, such portion of the aforesaid payments as may have accrued hereunder during such half-year; provided that any first party may agree with the Trustee for semi-annual payments to be made with respect to half-yearly periods ending on other dates satisfactory to the Trustee. Each payment hereunder shall be accompanied by a statement, certified by the Treasurer, Controller, or other authorized officer or representative of the first party making such payment, showing the gross revenues subject to percentage payment hereunder received during such period as specified in subsection "(a)" of this paragraph "2."

Such statements shall be made in such reasonable form and detail as the Trustee may from time to time prescribe. If such payments are not made when due hereunder, the same shall bear interest at the rate of six per cent (6%) per annum from the date when such payment was due. Each first party shall be entitled to deduct from the payment due from it on February 14, 1949, the amount paid by it to the Trustee pursuant to paragraph "1" hereof.

(f) Each first party, at all times, without limitation to the duration of this agreement, shall keep full and accurate records and accounts concerning all transactions, the gross revenues from which are subject to percentage payment as specified in subsection "(a)" of this paragraph "2," in convenient form and pursuant to approved and recognized accounting practices. The Trustee shall have the right from time to time, without limitation to the duration of this agreement, and at all reasonable times during business hours, to have its duly authorized agents examine and audit such records and accounts, and such other records and accounts as may be necessary, such examination and audit to be made for the purpose of verifying any statements made hereunder by each first party, or due from such first party during a period not exceeding two (2) years preceding such examination and of determining the amount of payments due to the Trustee pursuant hereto. Each first party agrees to afford all necessary facilities to such authorized agents to make such examination and audit and to make such extracts and excerpts from said records and accounts as may be necessary or proper according to approved and recognized accounting practices.

(g) It is agreed that any sale, assignment, lease or license of, or other transfer of title to, or permission to use any master record described in this paragraph "2," whether by operation

of law or otherwise, shall be subject to the rights and duties established by this agreement and to the payments specified herein. No sale, assignment, lease, license, transfer or permission shall be made or granted by any first party, or the successor in interest thereof, to any person, firm or corporation doing business within the United States, Alaska and Hawaii, unless and until such purchaser, assignee, lessee, licensee, transferee, or user shall become an additional first party to this agreement as herein provided. No other sale, assignment, lease, license, transfer or permission shall be made or granted by any first party or the successor in interest thereof, unless and until such purchaser, assignee, lessee, licensee, transferee or user shall promise to make to such first party or successor the payments required by subsection "(a)" of this paragraph "2." No such first party will, without the consent of the Trustee, forgive or compromise such obligation. Each first party will be obligated to make payments to the Trustee on account of records sold by any such purchaser, assignee, lessee, licensee, transferee or user, only to the extent that such first party has received such payments (i) in the United States or Canada, or (ii) in United States or Canadian currency or in a currency convertible into United States or Canadian currency, or (iii) in a currency, not convertible into United States or Canadian currency, of which such first party has made beneficial use, or (iv) in an asset other than currency.

(h) For the purposes of this agreement, "master record" shall include any matrix, "mother," stamper or other device from which another master record, electrical transcription, or other device capable of performing a similar function, described in subsection "(a)" of this paragraph "2," is produced, reproduced or pressed.

3. The Trustee agrees fully and faithfully to perform each and every duty and obligation on the Trustee's part to be performed hereunder, and agrees to administer, utilize and expend the moneys and property received hereunder in accordance with and subject to the terms and conditions of the aforesaid agreement annexed hereto and as part of the trust fund created, collected, administered, utilized and expended pursuant thereto.

4. Subject to the specific limitations otherwise imposed upon the Trustee by this agreement, the Trustee shall have the following rights, duties and powers, and shall enjoy the following privileges and immunities, subject to the following limitations:

(a) In the event that any first party shall default in the payment of any sums to the Trustee when the same shall become due pursuant to this agreement, the Trustee shall have the duty, right and power forthwith to commence action or to take any other proceedings as shall be necessary for the collection thereof, including the power and authority to compromise and settle. The Trustee's reasonable expenses, attorney's fees and other disbursements incurred in the collection of any such overdue sums shall be paid to the Trustee by the first party so defaulting and such payment shall be added to the trust fund.

(b) In connection with the collection of any sums due to the Trustee hereunder, to consent to and participate in any composition of creditors, bankruptcy, reorganization or similar proceeding.

(c) The Trustee has consented to act hereunder upon the express understanding that the Trustee shall not in any event or under any circumstances be liable for any loss or damage resulting from anything done or omitted in good faith, and further, that this understanding shall not be limited or restricted by any reference to or inference from any general or special provisions herein contained or otherwise.

(d) Commencing at the end of the first calendar half-year of 1949, the Trustee, within sixty (60) days follow-

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W-33	Shallow	Med. Large	Flat, wide
X-13	Med. Shall.	Med. Small	Rounded, wds
Y-33	Medium	Med. Large	Regular

TROMBONE CUPS

A-130	Shallow	Med. Small	Rounded, wide
B-30	Med. Shall.	Small	Flat, wide
B-330	Med. Shall.	Med. Large	Regular
C-230	Medium	Medium	Rounded, wide

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ing the end of each calendar half-year, shall furnish statements of the Trustee's operations to each of the first parties, and to the Federation hereinafter referred to. Such statements shall set forth in reasonable detail the operations of the Trustee during the immediately preceding calendar half-year, the properties and moneys on hand, the total receipts from all first parties, pursuant to this agreement and pursuant to the aforesaid agreement attached hereto, the receipts from investments, the amounts of expenditures by the Trustee in each of the areas set forth in Schedule "A" of the aforesaid agreement attached hereto, the other expenditures and disbursements by the Trustee, and such other information and data as may be deemed appropriate by the Trustee to inform fully the recipients of such statements of the transactions of the Trustee during such period. The statements furnished by the Trustee within sixty (60) days following the end of each calendar year shall contain such information both for the immediately preceding calendar half-year and for the immediately preceding full calendar year and shall be certified by an independent accountant of good standing selected by the Trustee.

(e) The Trustee, at all times, without limitation to the duration of this agreement, shall keep full and accurate records and accounts concerning all transactions involving the receipt and expenditure of moneys hereunder and the investment and reinvestment of the trust fund, all in convenient form and pursuant to approved and recognized accounting practices.

5. The compensation of the Trustee shall be as set forth in Schedule "B" of the aforesaid agreement attached hereto, and shall be paid out of the funds and property in the hands of the Trustee, it being understood that the compensation therein stated shall be the sole compensation receivable by the Trustee for his services rendered pursuant to this agreement and rendered pursuant to the aforesaid agreement attached hereto.

6. Any person, firm, corporation, association or other entity engaged in or desiring to engage in a business similar to that of the first parties, may apply to become an additional first party to this agreement by executing and delivering to the Trustee, at the Trustee's office in the City of New York, two (2) counterparts of Exhibit "1" hereto attached. The Trustee shall indicate acceptance of such application by appropriately completing such application, executing such two (2) counterparts at the said New York office of the Trustee, and delivering one (1) such counterpart to such additional first party at the Trustee's said New York office. The Trustee shall forthwith advise all other first parties and The American Federation of Musicians (hereinafter called the "Federation") of the execution and delivery of such agreement.

7. This agreement and the trust created thereunder shall be governed, construed and regulated in all respects by the laws of the State of New York.

8. This agreement shall be binding upon and shall inure to the benefit of the heirs, executors, successors and assigns of the first parties, as the case may be, and shall be binding upon and shall inure to the benefit of the successors to the Trustee designated in the manner provided in the aforesaid agreement attached hereto.

In witness whereof, each first party above named has hereunto set his name and seal, or has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, and Samuel R. Rosenbaum has hereunto affixed his name and seal, all as of the day and year first above written.

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Address: 30 Rockefeller Plaza
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WOR PROGRAM SERVICE, INC.
By
Address: 1440 Broadway
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EXHIBIT "1"
Date:

The undersigned, desiring to become an additional first party to the within agreement, does hereby adopt the declarations of the first parties set forth therein, does hereby make the request made by the first parties therein, and in consideration of the undertakings assumed therein by each first party, and of the undertakings assumed by the Trustee at the request of the first parties, does hereby request the Trustee to accept the undersigned as an additional first party to such agreement, and does assume and agrees to be bound by the terms, covenants and conditions to be performed by each first party hereunder. The undersigned does herewith pay to the Trustee an amount which the undersigned estimates to be% of the payment which will become due to the Trustee within forty-five (45) days after the end of the calendar half-year immediately following the date hereof, and at such time the undersigned agrees to account for and to make payment on account of the transactions, the gross revenues from which are subject to percentage payment as specified in subsection "(a)" of paragraph "B" thereof, for the period commencing on September 30, 1948, and expiring at the end of such calendar half-year, deducting from such payment the amounts paid simultaneously herewith.

By
Address:
Accepted:
Trustee

Labor Agreement on Recordings

(Continued from page five)

tion, you shall promptly furnish to it a copy of any such recording, including any made or pressed by you in Canada.

6. Without regard to the duration of this agreement, you shall not dub, re-record, or re-transcribe (herein called "dub") any recordings containing performances by members of the Federation, rendered during the term of this agreement; provided that, during the term of this agreement, you may dub if you shall first give notice of your intention to do to the Federation and to the member of the Federation through whom such members were originally employed and shall secure the consent of said member thereto. In the event of such dubbing, you shall pay to said member, as addi-

tional compensation for the rendition of such original performances, an amount equal to the full scale for all musicians applicable to such new use.

For the purposes of this agreement, the term "dub" shall not include the use of all of the contents of any master, matrix, mother, stamper, or similar device from which disc records can be produced (herein called "master record") for the production of disc records (a) which in their entirety only contain the identical content of the records originally produced from such master records, and (b) which are intended to be used for the same purposes to which the records originally produced from such master record were principally devoted.

7. Members of the Federation shall not make or be required to make phonograph records containing commercial advertisements, or any recordings to be used by or for actors as accompaniment for or in connection with their live performances.

8. You shall not make, or permit the use of your facilities for making, or otherwise give aid and assistance in the making of any phonograph recording or transcription which shall utilize instrumental music, for or on account of any other person engaged in the phonograph recording or transcription business unless authorized in writing by the Federation.

9. You agree not to make recordings of any radio programs containing the services of our members, off-the-line or off-the-air, without first obtaining written permission from the Federation, except that no such permission shall be necessary in instances where such recordings are (a) for reference or file purposes, or (b) for the purpose of making delayed broadcast transcriptions, which have been authorized in writing by the Federation.

The Federation agrees that in all other cases it will not unreasonably withhold permission to make such off-the-air or off-the-line recordings, and that in such other instances where granted, permission shall be given on payment of transcription scale to the members of the Federation concerned. This agreement shall not in any way modify any obligation independent of this agreement which you may be under to obtain from our members such individual approvals as may be necessary in connection with such off-the-line or off-the-air recordings.

10. You do hereby recognize the American Federation of Musicians of the United States and Canada as the exclusive bargaining representative of persons employed as instrumental musicians under this agreement.

11. The following provisions contained in this paragraph "11" shall apply to recording services to be rendered hereunder within the Dominion of Canada; to recording services rendered at such places within the United States, the valid and subsisting laws of which shall not render unlawful the inclusion or enforcement thereof; and to recording services rendered under such circumstances as are not covered by any valid and subsisting laws rendering illegal the inclusion and enforcement thereof. Such provisions shall also be included in, and whether or not so included, shall be deemed part of all contracts calling for recording services, at places or under circumstances as aforesaid, between you and members of the Federation:

(a) Only the services of members in good standing of the American Federation of Musicians shall be used for the performance of all instrumental music in recording phonograph records, and in the employment of persons who are eligible for membership in the Federation, only such persons as shall be members thereof in good standing shall be so employed.

(b) As the musicians referred to or engaged under the stipulations of this contract are members of the American Federation of Musicians, nothing in this contract shall ever be construed so as to interfere with any obligation which they may owe to the American Federation of Musicians as members thereof.

(c) Any members of the American Federation of Musicians who are parties to or are affected by this contract, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any strike, ban, unfair list, order or requirement of the Federation against any employer shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons without any restraint, hindrance, penalty, obligation, or liability whatever, any other provisions of this contract to the contrary notwithstanding.

(d) All present provisions of the Constitution, By-Laws, rules and regulations of the Federation are made part of this agreement. No changes in the Federation's Constitution, By-Laws, rules and regulations which may be made during the term of this agreement shall be effective to contravene any of the provisions hereof.

12. The following provisions contained in this paragraph "12" shall apply to recording services not covered by the provisions of paragraph "11" hereof and shall be included in, and whether or not so included, shall be deemed a part of all contracts calling for such recording services between you and members of the Federation. Such provisions represent modifications of terms, conditions and covenants dealing with similar subject matter, which were contained in agreements between the Federation and recording companies in effect on December 31, 1947, and are included herein by the parties in order to conform to the requirements of laws which have been enacted since June 1, 1947. If during the period of this agreement, such laws are amended, repealed or judicially ruled upon in a case where no further appeal can be taken legally, with the result that such provisions would not have been required or occasioned by law had such amendment, repeal, or judicial ruling occurred before the date hereof, then, at the request of the President of the Federation, any or all of the following provisions shall be eliminated from this agreement and from contracts calling for recording services between you and members of the Federation, as aforesaid, and any or all of the provisions relating to similar subject matter contained in agreements between the Federation and recording companies in effect on December 31, 1947, or set forth in paragraph "11" hereof, as the said President may choose, shall be substituted therefor and shall govern the parties' relationship to the extent which such amendment, repeal or judicial ruling shall permit:

(a) You agree to use the services of only such persons covered by this agreement, who on and after the thirtieth (30th) day following the beginning of your use of their services are and continue during the term of this agreement to remain members in good standing of the American Federation of Musicians, provided however, that neither party shall be called upon or required to take any action hereunder which would be in violation of any valid and existing laws.

(b) As to the musicians referred to or engaged under the stipulations of this contract who are members of the American Federation of Musicians, and to the extent to which the inclusion and enforcement of this paragraph is not prohibited by any presently existing and valid law, nothing in this contract shall ever be construed as to interfere with any obligation which they may owe to the American Federation of Musicians as members thereof.

(c) Any member or members who are parties to or are affected by this contract, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any lawful strike, ban, unfair list, order or requirement of the Federation against any employer shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

(d) All present provisions of the Constitution, By-Laws, rules and regulations of the Federation are made part of this agreement to the extent to which their inclusion and enforcement as part of this agreement are not prohibited by any presently existing and valid law. No changes in the Federation's Constitution and By-Laws, rules and regulations which may be made during the term of this agreement shall

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be effective to contravene any of the provisions hereof.

13. The following provision shall be included in, and whether or not so included, shall be deemed part of all contracts calling for recording services between you and members of the Federation: "This contract shall not become effective unless and until it shall be approved by the International Executive Board of the American Federation of Musicians."

14. (a) Since a dispute exists between us with regard to your duty to pay and our right to receive monies on account of your sale or other exploitation since December 31, 1947, of phonograph records and/or electrical transcriptions pressed from master records recorded on or prior to December 31, 1947, pursuant to an agreement between us existing on December 31, 1947, and since you and we are desirous of an effective and amicable settlement of such dispute and of compromising and adjusting such dispute without resort to litigation, it is agreed that:

(i) Simultaneously with the execution and delivery of this agreement, you will execute and deliver the Trust Agreement aforesaid wherein and whereby you will obligate yourself to pay to the Trustee the sums therein designated and to perform each and every one of the terms, conditions and covenants on your part to be performed thereunder, and

(ii) We shall assert no claim which we now or hereafter may have against you arising from said agreement between us existing on December 31, 1947, except with respect to your sale or other exploitation at any time of electrical transcriptions pressed from master records recorded on or prior to December 31, 1947, and except with respect to your sale or other exploitation on or prior to December 31, 1947, of phonograph records pressed from master records recorded on or prior to December 31, 1947, and

(iii) From and after the date upon which you do not fully and faithfully perform the obligations on your part to be performed under the Trust Agreement aforesaid or from and after the date upon which your performance of such obligations shall become illegal, then,

(x) at our option, the provisions of this agreement shall be of no further force and effect for the duration of your failure to perform such obligations or for the duration of the illegality of your performance of such obligations, as the case may be, and

(y) we shall be free again to pursue any claim which we may now or then have against you arising from the agreement between us existing on December 31, 1947, provided, however, that in the event of a bona fide dispute between you and the Trustee, we shall not assert any such claim against you, unless such dispute is not resolved to the satisfaction of the Trustee and, if not so resolved, if you shall not comply within 30 days with the final judgment of a court of competent jurisdiction from which no appeal is taken and, provided that payments made to the Trustee under the Trust Agreement shall be deemed full satisfaction of any claim we may now have or then have arising from such agreement existing on December 31, 1947, with respect to the sale of phonograph records on account of which such payments are made, and it is further agreed that if you fully and faithfully perform your said obligations under the Trust Agreement aforesaid to and including February 14, 1954, we shall deliver to you on your request a written release in appropriate form of the claims described in subdivision (ii) of this Paragraph 14 (a).

(b) You agree that you shall furnish to us, simultaneously with your delivery thereof to the Trustee, copies of any and all statements submitted to the Trustee pursuant to said agreement.

(c) You agree that we shall have the right from time to time, without limitation to the duration of this agreement, and at all reasonable times during business hours, to have our duly authorized agents examine and audit your records and accounts concerning all transactions involving your sale of phonograph records which you shall keep pursuant to said agreement, and such other records and accounts as may be necessary; such examination and audit to be made for the purpose of our verifying any statements made by you pursuant to said agreement, during a period not exceeding two (2) years preceding such examination, and of determining the amount of payments due by you thereunder. You agree to afford all necessary facilities to such authorized agents to make such examination and audit and to make extracts and excerpts from said records and accounts as may be necessary or proper according to approved and recognized accounting practices.

15. If during the term hereof, we shall enter into an agreement with any phonograph record company upon terms more favorable than or different from those contained in this agreement, you shall have the right at your option to cause your agreement to be conform therewith, provided however, that no such right shall come into being by reason of the compromise of any claim against any recording company by reason of the insolvency, bankruptcy or other financial difficulty of such company.

16. It is further agreed that any contract in existence at the termination of this contract (whether such termination is caused by expiration, breach, or otherwise), made and entered into by you with local unions, members of the Federation, licensed booking agents, personal managers, recording companies, symphony associations or others, for the employment of and rendition of services by members of the Federation, shall not impose any obligation on the part of members of the Federation to render further musical services for you unless this contract is renewed or a new one entered into permitting the same; in the event this contract is not renewed or a new one is not entered into, such members may, at their option, render services to any others without obligation or liability to you.

17. Nothing contained in this agreement is intended to or shall be deemed to relate to the rendition of services or to dubbing in connection with the production of devices other than disc phonograph records as such devices are presently known.

18. The rights granted to you under this contract are hereby declared to be personal to you and you agree not to transfer, assign or attempt to transfer or assign.

(a)—this agreement or any part thereof, or

(b)—any contract or any part of any contract for the performance of the services of any member of the Federation, or

(c)—to give to anyone else control over the foregoing, without our prior written consent, which consent shall not be unreasonably withheld.

19. This agreement shall commence on the date hereof and shall terminate on December 31, 1953.

Your signature in the space provided below will constitute this a binding agreement between you and ourselves.

Very truly yours,
**AMERICAN FEDERATION OF
MUSICIANS OF THE
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By

Agreed to:

By

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Labor Agreement on Transcriptions

(Continued from page five)

6. Without regard to the duration of this agreement, you shall not dub, re-record, or re-transcribe (herein called "dub") any recordings containing performances by members of the Federation, rendered during the term of this agreement; provided that, during the term of this agreement, you may dub if you shall first give notice of your intention so to do to the Federation and to the member of the Federation through whom such members were originally employed and shall secure the consent of said member thereto, unless such consent has theretofore been granted by such member. In the event of such dubbing, you shall pay to said member, as additional compensation for the rendition of such original performances, an amount equal to the full scale for all musicians applicable to such new use.

For the purposes of this agreement, the term "dub" shall not include the use of all of the contents of any master, matrix, "mother," stamper, or similar device from which disc records can be produced (herein called "master record") for the production of disc records (a) which in their entirety only contain the identical content of the records originally produced from such master records, and (b) which are intended to be used for the same purposes to which the records originally produced from such master record were principally devoted. Anything herein contained to the contrary notwithstanding, the term "dub," in the case of an electrical transcription, shall not include the use of an entire integral section of such transcription (commonly known as a "cut") in connection with the production of another such transcription which is intended to be used for the same purpose to which the electrical transcription originally containing such "cut" was principally devoted; nor shall the term "dub," in the case of an electrical transcription, include the re-recording or re-transcribing of such transcription for slide films.

7. Members of the Federation shall not make or be required to make recordings containing commercial advertisements, or any recordings to be used by or for actors as accompaniment for or in connection with their live performances; provided that "accompaniment" shall not be construed to include signatures, bridges, background, mood music, sound effects, fanfares and incidental music in connection with scripts, etc.

8. You shall not make, or permit the use of your facilities for making, or otherwise give aid and assistance in the making of any phonograph recording or transcription which shall utilize instrumental music, for or on account of any other person engaged in the phonograph recording or transcription business unless authorized in writing by the Federation.

9. You agree not to make recordings of any radio programs containing the services of our members, off-the-line or off-the-air, without first obtaining written permission from the Federation, except that no such permission shall be necessary in instances where such recordings are (a) for reference or file purposes, or (b) for the purpose of making delayed broadcast transcriptions, which have been authorized in writing by the Federation.

The Federation agrees that in all other cases it will not unreasonably withhold permission to make such off-the-air or off-the-line recordings, and that in such other instances where granted, permission shall be given on payment of transcription scale to the members of the Federation concerned. This agreement shall not in any way modify any obligation independent of this agreement which you may be under to obtain from our members such individual approvals as may be neces-

sary in connection with such off-the-line or off-the-air recordings.

You agree in connection with the sale or other distribution of electrical transcriptions, described in subsection "(c)" of paragraph "3" of the said "Trust Agreement, which are manufactured from master records recorded between September 20, 1943, and December 31, 1947, inclusive, and between October 1, 1948, and December 31, 1953, inclusive, containing performances by instrumental musicians who are members of the Federation, you will stipulate for the benefit of the Federation an obligation that your customers shall not use or authorize the use of such electrical transcriptions more than once on any particular station without the prior written approval of the Federation.

10. You do hereby recognize the American Federation of Musicians of the United States and Canada as the exclusive bargaining representative of persons employed as instrumental musicians under this agreement.

11. The following provisions contained in this paragraph "11" shall apply to recording services to be rendered hereunder within the Dominion of Canada; to recording services rendered at such places within the United States, the valid and subsisting laws of which shall not render unlawful the inclusion or enforcement thereof; and to recording services rendered under such circumstances as are not covered by any valid and subsisting laws rendering illegal the inclusion and enforcement thereof. Such provisions shall also be included in, and whether or not so included, shall be deemed part of all contracts calling for recording services, at places or under circumstances as aforesaid, between you and members of the Federation.

(a) Only the services of members in good standing of the American Federation of Musicians shall be used for the performance of all instrumental music in recording electrical transcriptions, and in the employment of persons who are eligible for membership in the Federation, only such persons as shall be members thereof in good standing shall be so employed.

(b) As the musicians referred to or engaged under the stipulations of this contract are members of the American Federation of Musicians, nothing in this contract shall ever be construed so as to interfere with any obligation which they may owe to the American Federation of Musicians as members thereof.

(c) Any members of the American Federation of Musicians who are parties to or are affected by this contract whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any strike, ban, unfair list, order or requirement of the Federation against any employer shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

(d) All present provisions of the Constitution, By-Laws, rules and regulations of the Federation are made part of this agreement. No changes in the Federation's Constitution, By-Laws, rules and regulations which may be made during the term of this agreement shall be effective to contravene any of the provisions hereof.

12. The following provisions contained in this paragraph "12" shall apply to recording services not covered by the provision of paragraph "11" hereof and shall be included in, and whether or not so included, shall be deemed a part of all contracts calling for such recording services between you and members of the Federation.

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(a) You agree to use the services of only such persons covered by this agreement, who on and after the thirtieth (30th) day following the beginning of your use of their services are and continue during the term of this agreement to remain members in good standing of the American Federation of Musicians, provided however, that neither party shall be called upon or required to take any action hereunder which would be in violation of any valid and existing laws.

(b) As to the musicians referred to or engaged under the stipulations of this contract who are members of the American Federation of Musicians, and to the extent to which the inclusion and enforcement of this paragraph is not prohibited by any presently existing and valid law, nothing in this contract shall ever be construed as to interfere with any obligation which they may owe to the American Federation of Musicians as members thereof.

(c) Any member or members who are parties to or are affected by this contract, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any lawful strike, ban, unfair list, order or requirement of the Federation against any employer shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

(d) All present provisions of the Constitution, By-Laws, rules and regulations of the Federation are made part of this agreement to the extent to which their inclusion and enforcement as part of this agreement are not prohibited by any presently existing and valid law. No changes in the Federation's Constitution and By-Laws, rules and regulations which may be made during the term of this agreement shall be effective to contravene any of the provisions hereof.

13. The following provision shall be included in, and whether or not so included, shall be deemed part of all contracts calling for recording services between you and members of the Federation: "This contract shall not become effective unless and until it shall be approved by the International Executive Board of the American Federation of Musicians."

14. (a) Since a dispute exists between us with regard to your duty to pay and our right to receive monies on account of your sale or other exploitation since December 31, 1947, of phonograph records and/or electrical transcriptions pressed from master records recorded on or prior to December

31, 1947, pursuant to an agreement between us existing on December 31, 1947, and since you and we are desirous of an effective and amicable settlement of such dispute and of compromising and adjusting such dispute without resort to litigation, it is agreed that:

(i) Simultaneously with the execution and delivery of this agreement, you will execute and deliver the Trust Agreement aforesaid wherein and whereby you will obligate yourself to pay to the Trustee the sums therein designated and to perform each and every one of the terms, conditions and covenants on your part to be performed thereunder, and

(ii) We shall assert no claim which we now or hereafter may have against you arising from said agreement between us existing on December 31, 1947, except with respect to your sale or other exploitation at any time of phonograph records pressed from master records recorded on or prior to December 31, 1947, and except with respect to your exploitation on or prior to December 31, 1947, of electrical transcriptions pressed from master records recorded on or prior to December 31, 1947, and

(iii) From and after the date upon which you do not fully and faithfully perform the obligations on your part to be performed under the Trust Agreement aforesaid or from and after the date upon which your performance of such obligations shall become illegal, then,

(x) At our option, the provisions of this agreement shall be of no further force and effect for the duration of your failure to perform such obligations or for the duration of the illegality of your performance of such obligations, as the case may be, and

(y) we shall be free again to pursue any claim which we may now or then have against you arising from the agreement between us existing on December 31, 1947, provided, however, that in the event of a bona fide dispute between you and the Trustee, we shall not assert any such claim against you, unless such dispute is not resolved to the satisfaction of the Trustee and, if not so resolved, if you shall not comply within 30 days with the final judgment of a court of competent jurisdiction from which no appeal is taken and, provided that payments made to the Trustee under the Trust Agreement shall be deemed full satisfaction of any claim we may now have or then have arising from such agreement existing on December 31, 1947, with respect to the exploitation of electrical transcriptions on account of which such payments are made; and it is further agreed that if you fully and faithfully perform your said obligations under the Trust Agreement aforesaid to and including February 14, 1954, we shall deliver to you on your request a written release in appropriate form of the claims described in subdivision (ii) of this Paragraph 14 (a).

(b) You agree that you shall furnish to us, simultaneously with your delivery thereof to the Trustee, copies of any and all statements submitted to the Trustee pursuant to said agreement.

(c) You agree that we shall have the right from time to time, without limitation to the duration of this agreement, and at all reasonable times during business hours, to have our duly authorized agents examine and audit your records and accounts concerning all transactions involving your exploitation of recordings which you shall keep pursuant to said agreement, and such other records and accounts as may be necessary; such examination and audit to be made for the purpose of our verifying any statements made by you pursuant to said agreement, during a period not exceeding two (2) years preceding such examination, and of determining the amount of payments due by you thereunder. You agree to afford all necessary facilities to such authorized agents to make such examination and audit and to

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Newark, N. J., Local 16—John Cerati.
New York, N. Y., Local 802—Henry H. Austin, Benjamin Zederbaum, Joa. S. Zimmoch, Kelsey G. Gregory, Clarence S. Austin, Chas. A. Lundell, Henry Engert, Joa. Del Giudice, Jan Savitt, Morton M. Sperling, Jeno Lener, Aladar Slo, Broadway Jones, Raymond B. Baird, Paul Kurts, Hans H. Fredhovan-Plag, Herbert Soman, Samuel Wilcomer, C. R. Heidke.
New Orleans, La., Local 174—Justus Gelfus, Albert Fischer, Jr., Louis M. Verges.
Rochester, N. Y., Local 66—John Francati.
Seattle, Wash., Local 76—Page Woodcock.
Sacramento, Calif., Local 12—Elmer Tomkins, Jack Hoeg.
St. Paul, Minn., Local 30—Otto Jorgensen.
San Francisco, Calif., Local 6—Robert H. Fish, Ernest W. Nichols.
Waukesha, Wis., Local 193—Earl Schoenbeck.

SUSPENSIONS, EXPULSIONS, REINSTATEMENTS

SUSPENSIONS
Batavia, N. Y., Local 573—John Genge, Wm. Bradley, Dominic Suozzi, Joseph Poody, Adam Gorchak, Ira Mitten, Sr.
Biddford, Me., Local 408—John J. Pendleton.
Cedar Rapids, Iowa, Local 137—Gaylord Ward, Jack Wolf.
Helena, Mont., Local 642—Ward E. Weesner, Walter Burke.
Jersey City, N. J., Local 526—Patrick Montemano.
Long Beach, Calif., Local 353—Doris Jackson Preissler.
Mobile, Ala., Local 407—Gene Lawley, Louis Weaver.
Merced, Calif., Local 454—James Totzier, J. T. Morris.
Montreal, P. Q., Can., Local 406—Camille Adam, Jean Paul Allard, Kenty Ball, Frank Banner, P. E. Charrand, Jean Forget, Stephen Gidduck, Gerald Lavoie.
Minneapolis, Minn., Local 73—Victor C. Lesine, Norwood, Mass., Local 343—K. Larson, A. Holton, Jr., N. Berzin.
New Haven, Conn., Local 234—Radio V. Ailo, Geo. J. Brennan, Sr., Geo. J. Brennan, Jr., John F. Brooks, Jr., Walter A. Cervany, Raymond C. Darby, Herbert Dickstein, Simon Einhorn, Anthony Elmo, Edw. T. Flynn, Ellen J. Giovinile, Thos. A. Goodman, Robert Gottlieb, Paul H. Keyes, Jr., Robert E. Jones, Salvatore Libero, Ralph T. McGreal, David H. Massey, Henry Marturo, Richard U. Moench, Leo B. Reynolds.
Niagara Falls, N. Y., Local 106—Wm. J. Falkner, Edw. Henninger, Arthur Lindenbaum, John Macfarlane, Michael Matarraga, Nathan Slive, Billy Thompson.
Newport News, Va., Local 722—Daniel Bailey.
Nampa, Idaho, Local 423—John Joe Hall, David Lindgren.
Pittsburgh, Pa., Local 60—Edw. Adams, Joah Children (Joan Price), Leonard Green, Wm. Leech, Henry L. Seckinger, Thos. A. Sokol, Vincent Tedesco, Wm. D. Trombetta.
St. Louis, Mo., Local 197—Fell Angel, James Barlow, Thelma Barlow, Grazia Corneal, Leamon Bolar, Ruth Bragg, Birk Brazier, Tilford Brooks, Clifton Byrdling, Alex Caldwell, Mildred Carey, Edmonia Craig, Nathaniel Crockett, Ruth Massey, Frederick Dorsey, Chink Franklin, Jewell Gilbert, Edith Givens, B. Alcine Hargrove, Elisha Head, Harold Johnson, Irvia Kelley, James McCleary, Theodore McAllister, Lionel Mitchell, Matthew McKay, Charles Motes, Joseph Murphy, Bert Sexton, Bennie Starks, Thomas Starks, Cecil Thornton, Joe Upchurch, Irvin Williams, Walter Weaver.
San Antonio, Texas, Local 23—Albert Jerry Steves.
Streator, Ill., Local 131—Pierre Forte, Jr., Gerald Manley, Lorraine Mahler, Leo Mueller, Russell Mullar, Virgil G. Weber.
Washington, D. C., Local 161—Richard S. Bardt, George L. Bopp, Harold P. Byram, Gus Chambers, Arden Clar, Bebe Cohan, Robert L. Dean, Marvin Glazer, Charles Hellinger, Rupert B. Hogard, James C. Island, A. W. Johnson, Robert Jones, Paul Kurzen, Miss Johanne Legnite, Val R. Le Van, I. A. Lindsey, Jr., Jack McCollim, Ted Mayhall, Bob Montgomery, Alex I. Nader, Earl O'Neal, Irvin Rochlin, Fred R. Roe, Cecil H. Roney, Jerry Schlossberg, Byron Smith, Art

Thomas Smith, Dean Stathacous, Edgar Timbo, Charles W. Turley.
Worcester, Mass., Local 143—John P. Belanger, Maurice R. Belanger, Hugh P. Connor, Clifford Cort, Henry J. Dion, Herbert J. Dumore, Walter H. Hildreth, Jr., Saul Jamron, Harry T. Joubert, Wm. Miller, Jr., Angelo Palumbo, Chester H. Robbins, Geo. E. Rov, Sarkis Samoian.
York, Pa., Local 472—Lee H. Olinger.

EXPULSIONS
Batavia, N. Y., Local 573—Hobart McPherson, Bradford, Pa., Local 64—Milford Irons, Francis O'Hearn, Kenneth Reed.
New York, N. Y., Local 802—Harry L. Forman.
New Orleans, La., Local 174—Edw. J. Dingemans.
Oklahoma City, Okla., Local 375—Ray Ramzy Cook.
Streator, Ill., Local 131—Claude McChancie, Charles Miller, Albert Secgar, James Winking.
San Diego, Calif., Local 325—Gene P. Pinkston.
Toledo, Ohio, Local 286—Leonard Ricks.
Waukesha, Wis., Local 193—Bill Kraus.

REINSTATEMENTS
Beaver Falls, Pa., Local 82—Emmett Morelli, Kenneth Thornburg, Melvin Robinson, Frank Krauser.
Baton Rouge, La., Local 538—Maxine Friar Williams, Lionel Thomas.
Buffalo, N. Y., Local 43—Michael Walsh.
Bradford, Pa., Local 64—Paul Vibbard, Arthur Yaeger.
Biddford, Maine, Local 408—Edmond Beaudoin.
Boston, Mass., Local 9—Edward Centofant, Robert Francis Hooley, Alan W. Smith, Salvatore Vasta, W. Gerard Botoroff, Donald E. Buck, Chas. D'Angeli, Charles Rosen, Frederick Rubin, Anthony Buccu, Madeline DiTucci, Richard Joseph Gorman, Edward N. O'Hearn, Angelo Todisco, Anthony Bellacqua, Donald M. Berlin, Robert J. Morono, Ralph J. Rusomando, Ellery L. Wilson.
Bellingham, Wash., Local 451—Wilbur Rasmussen.
Chicago, Ill., Local 10—Martin Lulich, Frances Reith, Dick Pockels, Grace C. Symons, Gordon Leviton, Tommy Tanner, Robert Behrendt, Frank Kowall, Zachary Hutto, Lee M. Seger, Alex Shanko Lacey, Donovan Labelle, Wray Seaman, Richard A. Farm, Darwin Kohl, Ronald Galli, Jay Main, Ted Bo York, Gustav Lindgren, John G. Rapis, Lillian Najarian, Sam G. Zakaria.
Chicago, Ill., Local 208—Robert Montgomery, Alphonse Walker, Wm. A. Daugherty, Wm. Jones, Alfred Elkins, Mary E. Reed, Claude R. Jones, Joe Jackson, Lloyd J. Smith, Ramon N. Williams, David S. Pitts, John W. Lewis, Louis E. Carpenter, Leonard Bibbs, Cranston Hamilton, Raymond Walters, Carl Williams, Christopher Anderson, Johnny Fields, Helen Brawley, Jos. Peterson, John B. Green.
Cedar Rapids, Iowa, Local 137—Frank C. Netherton, Roy O'Keefe, Wm. E. Buckeyne, Frank Vostler.
Detroit, Mich., Local 5—Adam Bandy, Robert R. (Bob) Chester, Arnold A. Dial, Robert J. Garner, Don Miguel Gutierrez (Don Miguel), Thos. W. Howe, Seaman Jefferson, Richard P. Kelly, Willie T. Luker (Jack Luker), Leon A. Rice, Richard K. Ryan, Winifred Smith (Jagger) (Joanne Lec), James C. Southworth, Jos. H. Villare (Val), Geo. Washington, Francis John Weskel.
Elizabeth, N. J., Local 151—Sam Cureton.
Houston, Texas, Local 65—Robert G. Evans, George M. Krohn, James W. Ford.
Helena, Mont., Local 642—Joseph DeRocco.
Jersey City, N. J., Local 526—Frederic DelRocco, Richard Marshall, Emil Cafaro, Walter Reynolds.
Key West, Florida, Local 202—Aurelio Lastris, Patrick George.
Lafayette, Ind., Local 162—Wm. M. Shockey, Donald T. Mason.
Mobile, Ala., Local 407—Wm. Bolman, Jr.
Memphis, Tenn., Local 71—John H. Cannon, Louis Gibbes.
Merced, Calif., Local 454—Larry Cook.
Montreal, P. Q., Can., Local 406—Norman Calvert, Damien Danis, Predo Gardoni, Jean Beaudoin, Fred Custer, Sarto Dion, Harvey Weiner.
Milwaukee, Wis., Local 8—Norman Conine, Jerome Karpinski, Earl Lieber, Norman O'Hara, Edw. Goetzke.
Minneapolis, Minn., Local 73—Alice Germaine Berent, Victor C. Lesaine, Jeannette Murali, Irvin F. Bentley.
Memphis, Tenn., Local 71—Lester C. Austin, Jr., Wm. G. Mosier.
Miami, Fla., Local 675—William Dean, Don H. Tupman, Fred Austin Hasty, Maurice C. Luce, Frank (Chito) Morales, Lester N. Robde, Beth G. Jones, Emma Rosalind Rich, James E. Carrott, Ralph V. Henderson.
Newark, N. J., Local 16—Pat Tortoriello, Geo. Koppelman, Albert Traettino, Fred J. Hughes, Wm. Hamilton, Jr., James Parrillo, Jos. Caliri (Larry Millburn), Nick Orichio, John H. Hyde, Gus Young, Arthur E. Crooks.
New York, N. Y., Local 802—Jos. Barraco, Samuel Lee, Anthony J. Pellegrino, Harry Waldman, Isaac Bradley, Chas. Parker, Jr., Ira L. Wilson, Eli E. Oberstein, Philip P. Solomon, Chas. E. Guzzetti, Dorothy Z. Kowler, James P. Powers, Geo. E. Wilkens, Murray Handler, Evans M. Thompson, Mardi Bryant, Anthony L. Insetta, Nore Morales, John W. Kirby, Rene Touzet, Fiore Marino, Jr., Leo V. Lanning, Jr., Wallace Grubman, Harold Gray.

New Orleans, La., Local 174—William Shea, Henry L. Chick, Moore, Thomas Rumble, Robert L. Jackson, Francis L. Hooker.
Oklahoma City, Okla., Local 375—Bob Gilkeson, Omaha, Neb., Local 70—Ralph Major, Robert Appleton, Paul E. Brown, Anthony Caccamo, Vic Froemel, John L. Kuhn, Virgil Taylor, Ralph Resnick.
Ottawa, Ont., Can., Local 180—W. Lashmar.
Pittsburgh, Pa., Local 60—Francis (Sonny) Annis, Louis Blumer, Paul J. Condo, Ralph J. Eiler, Wilbur V. Hansen, Hubert P. Gibbons, Robert E. Reed, Leo Rosansky, Wm. Strohecker (Bill Merrick), Henry J. Volt.
Peoria, Ill., Local 26—Howard L. Swecker, Irene M. Swecker, Roy R. Evans, Robert Woodley.
Richmond, Calif., Local 424—Eugene Pierce, Dave Burgess.
Rochester, N. Y., Local 66—Marylouise Baker, Ernest C. Cramer.
Reading, Pa., Local 135—Paul E. Henke, Edw. B. Johnston, Sr.
Richmond, Calif., Local 424—Larry Kohler.
Seattle, Wash., Local 76—Helen H. Gallagher, Eric Koker, Waldo J. Flannery, Leo E. Zabel, Wayne Bridgford, Evar T. Benjamin.
San Antonio, Texas, Local 23—Robert A. Danielson, Frank J. Matcek, Jack Dudney.
St. Louis, Mo., Local 197—Darius Bettu.
San Jose, Calif., Local 193—William Ruck, Jay Kenney, Jr., Theron Edwards.
Streator, Ill., Local 131—Raymond Karr, Lester Clasper, Jennie Haar, Robert Whited.
Santa Rosa, Calif., Local 292—Gretchen Nelson Skalie, Oliver Wilkinson.
St. Paul, Minn., Local 30—Luther O. Dike, Roy E. Peterson, Clarence C. Bogdan, Glen A. (Bud) Schaefer, Henry L. Rath, Arthur B. Schwabel, Kenneth E. McKenzie.
San Diego, Calif., Local 325—Joe U. Alexander.
Toronto, Ont., Can., Local 149—Russ Barreca, Percie Cox, L. J. Fowke, Miss M. Grudeff, Edw. A. Hancock, Stan Henshaw, H. S. Jeffs, Wm. Kostenuk, W. D. McClure, Peggy Morland, Robt. W. Phenix, John Rosart, Donald Rosenhagen, Anna Russell, Ted P. Saider, Kenneth N. Spears, Lloyd Spears, Bernard Tierney, Bramwell White, Gerald Zegman.
Washington, D. C., Local 161—Chas. T. Cashdollar, Armen Hadcorian, Robert J. Lawrence.
Walla Walla, Wash., Local 501—Chas. E. McLaughlin, Billy Goodman.
Worcester, Mass., Local 143—Berrin R. Harden, Joe Lada, Jr., John Chiaravallotti, Frank (Bud) Gentile, Leo D. Vigeant, Chester H. Robbins, Clifford Cort, Walter L. Hildreth, Jr., Wm. Miller, Jr., Herbert J. Dumore.
Wichita, Kan., Local 297—Phillip A. Reed.
York, Pa., Local 472—Richard R. Thomas.

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(Continued on page forty-seven)

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Castle Gardens, Youth, Inc.,
Prop., Detroit, Mich.
Granada Gardens, Shannon Shee-
ler, Owner, Eugene, Ore.
Lakewood Park,
Middletown, Conn.
Midway Park, Joseph Pansa,
Niagara Falls, N. Y.
Pineview Beach, Stan Sellers
(Birmingham, Ala.), Operator,
Bessemer, Ala.
Rainbow Gardens, A. J. Voss,
Manager, Bryant, Iowa.
Sun-A-Bar Gardens,
Kansas City, Mo.
Summer Gardens and James
Webb, Greenbush, Ont., Can.
Sunset Park, Baumgart Suters,
Williamport, Pa.
Terrace Gardens, E. M. Carpenter,
Manager, Flint, Mich.

INDIVIDUALS, CLUBS, HOTELS, Etc.

This List is alphabeti-
cally arranged in States,
Canada and Mis-
cellaneous

ALABAMA

AUBURN:
Frazier, Whack
BIRMINGHAM:
Sellers, Stan, Operator, Pine-
view Beach (Bessemer, Ala.)
DOTHAN:
Smith, Moss

ALASKA

FAIRBANKS:
Elder, Glen A. (Glen Alvin)

ARIZONA

FLAGSTAFF:
Saguaro Club, and R. M. Greer,
Employer.
PERCENNE:
Gilded Cage, and C. E.
Baldwin, Employer.
Hosbor, John
Jones, Calvin E.
Newberry, Woody, Mgr., and
Owner, The Old Country
Club.
Willett, R. Paul
TUCSON:
Williams, Marshall
YUMA:
Beckner, Gray, owner "345"
Club, El Cajon.

ARKANSAS

ELDERADO:
Shivers, Bob
HOT SPRINGS:
Smith, Dewey
LITTLE ROCK:
Sewart, J. H.
Wozb, B. C.
MCGHEE:
Taylor, Jack
MOUNTAIN HOME:
Robertson, T. E.,
Robertson Bodge, Inc
PINE BLUFF:
Arkansas State College
Clark, Stanley
Scott, Charles E.

CALIFORNIA

BAKERSFIELD:
Charlton, Ned
Conway, Stewart
Cox, Richard
BENICIA:
Rodgers, Edw. T.
BEVERLY HILLS:
Mestrus, Paris
BIG BEAR LAKE:
Cromman, Harry E.
COMPTON:
V-L Records
CULVER CITY:
Tudde House, and John J.
Toscano.
FRESNO:
Wagon, Wm. B., Jr., President
Valley Amusement Ass., and
Barn Dancer Hall.
HOLLYWOOD:
Allison, David
Berg, Billy

Birwell Corp.
Bocage Rooms, Leonard
Vanerston
Demster, Ann
Finn, Jay, and Artists Personal
Mgt., Ltd.
Gray, Lew and Magic
Record Co.
Kob, Clarence
Morros, Boris
Patterson, Treat
Robitchek, Kurt
Universal Light Opera Co. and
Asst.
Western Recording Co. and
Douglas Venable
Wrightman, Neale

LOS ANGELES:
Anderson, John Murray, and
Silver Screen, Inc.
Dalton, Arthur
Freeland, F. D., Al-Dean Circus
Hallfont, Nate
Hefflin, Leon, Promoter
Merry Widow Company, and
Eugene Haskell, Raymond E.
Mauro, Managers.
Moore, Cleve
Morris, Joe, operator,
Plantation Club
Mooby, Curtis
New Club Alabam, Curtis Mooby
and M. E. Brandenberg.
O'Day, Anita
Preston, Joey
Royal Record Co.
Ryan, Ted
Tomkins, Irvan "Van"
Vanerston, Leonard
Williams, Cargile
Williams, Earl
Wilshire Bowl

MANTECA:
Kaiser, Fred
MONTEREY:
Roberts Club, and A. M. Kolvas,
owner.
NORTH HOLLYWOOD:
Lohmuller, Bernard
OAKLAND:
Ego's Cafe, and Fred Hora,
Operator
Moore, Harry
Morkin, Roy
OCEAN PARK:
Frontier Club and Robert Moran
OROVILLE:
Rodgers, Edw. T.,
Palm Grove Ballroom.
OKLAHOMA:
McMillan, Tom, Owner
Towra House.
PALM SPRINGS:
Hall, Donald H.
PERRIS:
McCaw, E. E., Owner,
Horse Folies of 1946.
REDWOOD CITY:
Lucky Star Club, and Mrs. Pro-
via, Proprietor, and Gene
Bender, Manager.
SACRAMENTO:
Coke, Joe
Leisinger, George
SAN DIEGO:
Cotton Club, Benny Curry and
Oss Wimberly.
Miller, Warren
Paso, Ray
Tricoli, Joseph, Oper.,
Playland
Young, Mrs. Thomas (Mabel),
and Paradise Club (formerly
known as Silver Slipper Cafe).
SAN FRANCISCO:
Bramy, Al
Brown, Willie H.
Fox, Eddie
Rogers & Chase Co.
Sheiton, Earl.
Earl Shelton Productions.
The Civic Light Opera Com-
mittee of San Francisco;
Francis C. Moore, Chairman.
Waldo, Joseph
SANTA ANA:
Theo's Place, and Theo. Osborn
SANTA BARBARA:
Briggs, Don
SHERMAN OAKS:
Gibson, Lee
Kraft, Ozzie
SOUTH GATE:
Silver Horn Cafe, and
Mr. Silver.
TWIN PEAKS:
Alpine Club, and J. W. Dewey,
Employer, Lake Arrowhead.
WATSONVILLE:
Ward, Jeff W.
YREKA:
Legg, Archie

COLORADO

DENVER:
Frontier Night Club, and Harry,
Gordon and Clinton Ander-
son, owners.
JULESBURG:
Cummings, Kenneth

CONNECTICUT

BRIDGEPORT:
Goldman, Harry
Pleasant Heights Country Club,
Graville Smith, Owner.
HARTFORD:
Dubinski, Frank
Kastrovitz, Clarence (Kay)
Kaplan, Yale
Kay, Clarence (Kastrovitz)
Russo, Joseph
Shayne, Tony
NEW LONDON:
Angie's Restaurant, Grill &
Hotel, Angelo J. Bisconti.
Johnson, Henry
Patten, Olin
Williams, Joseph
NIANTIC:
Crescent Beach Ballroom, and
Bud Russell & Bob McQuillan.
STONINGTON:
Hanger Restaurant and Club,
and Herbert Pearson.
Whewell, Arthur
WATERBURY:
Derwin, Wm. J.
WEST HAVEN:
Patrielli, Alfred
WESTPORT:
Goldman, Al

DELAWARE

DOVER:
Apollo Club and Bernard
Paskins, Owner
Chick's Restaurant, A. B.
Williams, Proprietor.
NEW CASTLE:
Hickory House, and Joe
Murphy, Prop.
Lamon, Ed
WILMINGTON:
Allen, Sylvester,
Kaye, Al

FLORIDA

CLEARWATER:
Bardon, Vance
CLEARWATER BEACH:
Normandy Restaurant, and
Fay Howe
CORAL GABLES:
Hirliman, George A., Hirliman
Florida Productions, Inc.
DAYTONA BEACH:
Charles Hi-Hat Club
Estate of Charles Reese, Jr.
FORT MYERS:
McCutcheon, Pat
MALLANDALE:
Singapore Sodie's
Newberry, Earl, and Associated
Artists, Inc.
MIAMI:
Donaldson, Bill
MIAMI BEACH:
Amson, Jack, Terrace Rest.
Coral Reef Hotel
Friedlander, Jack
Haddon Hall Hotel
Hume, Jack
Island Club, and Sam Cohen,
owner-manager.
Leshack, Max
McCombe Club
Miller, Irving
Morcasno Restaurant, Jack Fred-
lander, Irving Miller, Max
Leshack and Michael Rosen-
berg, Employers.
Shanghai Restaurant, and Max
Caldwell, Employer.
Strang, George
Weilla, Charles
White House Hotel,
Leo Radoff, Mgr.-Dir.
Wit's End Club, R. E. Reid,
Manager, Charles Leveson,
Owner.
ORLANDO:
Club Sorrocco, and Roy Baizden
Longwood Hotel, Maximilian
Shepard, Owner.
Sunbrock, Larry
Sunshine Club and D. S. Fryor

PALM BEACH:
Monaco's Restaurant and
Frank Monaco
PANAMA CITY:
Danzel, Dr. E. R.
PENSACOLA:
Hodges, Earl, of Top Hat
Dance Club.
Keeling, Alec, of National
Orch. Syndicate.
National Orchestra Syndicate
RIVIERA BEACH:
Rowe, Phil
Woodruff, Charlie
STARBUCK:
Camp Blending Rec. Center
Goldman, Henry
TALLAHASSEE:
Gaines Patis, and Henry
Gaines, Owner.
TAMPA:
Junior Women's Club
Pegram, Sandra
Williams, Herman
VENICE:
Pines Hotel Corp., and
John Clarke
Sparks Circus, and James Edgar,
Manager (operated by Florida
Circus Corp.)

GEORGIA

ATLANTA:
Greater Atlanta Moonlight
Opera Co., Howard C. Jacoby,
Manager.
Herren, Chas., Herren's Ever-
green Farms Supper Club.
Spencer, Perry
AUGUSTA:
Kirkland, Fred
J. W. Neely, Jr.
Macon:
Lee, W. C.
Swabe, Leslie
SAVANNAH:
Thompson, Lawrence A., Jr.
Troadero Club
VIDALIA:
Pat Amusement Co.
WAYCROSS:
Cooper, Sherman & Dennis

IDAHO

BOISE:
French, Don, and
Don French Lounge
COEUR D'ALENS:
Crandall, Earl
Lachman, Jesse
LEWISTON:
Rosenberg, Mrs. R. M.
POCATELLO:
Reynolds, Bud
SUN VALLEY:
French, Don, and
Chateau Place

ILLINOIS

HOOMINGTON:
James R. McKinney
CHAMPAIGN:
Robinson, Benjie
CHICAGO:
Adams, Delmore & Eugene
Byrdon, Ray Marsh, of the
Don Rice 3-Ring Circus.
Chicago Artists Bureau,
License 448.
Children's Health & Aid Soc.
Cole, Elsie, Gen. Mgr., and
Chicago Artists Bureau, Li-
cense 468.
Colosimo's Theatre Restaurant,
Inc., Mrs. Ann Hughes,
Owner.
Duros, John
Davis, Wayne
Donaldson, Bill
Eden Building Corporation
Fine, Jack, Owner,
"Play Girls of 1938".
Fine, Jack, Owner,
"Victory Folies".
Glen, Charlie
Gluckman, E. M.
Broadway on Parade.
Hale, Walter, Promoter
Majestic Record Co.
Markez, Vince
Mason, Leroy
Mays, Chester
Miller, R. H.
Monte Carlo Lounge, Mrs. Ann
Hughes, Owner.
Moore, H. B.
National Recording &
Film Corp.
Novak, Sarge
Roe, Sam
Stoner, Harlan T.
Tufan, Mathew,
Platinum Blonde Revue

Tufan, Mathew,
"Temptations of 1941".
Teicher, Chas. A., of
T.N.T. Productions.
EAST ST. LOUIS:
Davis, C. M.
EFFINGHAM:
Behl, Dan
KANKAKEE:
Havener, Mrs. Theresa, Prop.,
Dreamland.
LA GRANGE:
Hager, Robert
Klans Club,
LaGrange High School.
Viner, Joseph W.
MOLINE:
Antler's Inn, and Francis
Weaver, Owner.
MT. VERNON:
Plantation Club, Archie M.
Haines, Owner.
PEORIA:
Byrdon, Ray Marsh
Humane Animal Assn.
Rutledge, R. M.
Paul Streeter
POLO:
Clem, Howard A.
PRAIRIE VIEW:
Green Duck Tavern, and Mr.
and Mrs. Stillier.
QUINCY:
Hammond, W.
ROCKFORD:
Palmer House, Mr. Hall, Owner.
Troadero Theatre Lounge
White Swan Corporation
SPRINGFIELD:
Stewart, Leon H., Manager,
Club Congo.
WASHINGTON-BLOOMINGTON:
Thompson, Earl

INDIANA

ANDERSON:
Lanane, Bob
Lanane, George
AUBURN:
Moose Lodge No. 566
ELWOOD:
Yankee Club, and
Charles Sullivan, Mgr.
EVANSVILLE:
Adams, Jack C.
Fox, Ben
GREENSBURG:
Club 46, Chas. Holzhouse,
Owner and Operator.
INDIANAPOLIS:
Beabow, William and His All-
American Brownskin Models.
Donaldson, Bill
Entertainment Enterprises, Inc.,
and Frederick G. Schatz
Ferguson Bros. Agency
Harris, Rupert
Richardson, Vaughn,
Pine Ridge Folies.
Wm. C. Powell Agency,
Bookers' License No. 4150.
MARION:
Horine, W. S.
Idle Hour Recreation Club
NEWCASTLE:
Harding, Stanley W.
RICHMOND:
Newcomer, Charles
Puckett, H. H.
SYRACUSE:
Waco Amusement Enterprises

IOWA

BRYANT:
Voss, A. J., Manager,
Rainbow Gardens.
CLARION:
Miller, J. L.
HARLAN:
Gibson, C. Rex
OTTUMWA:
Colony Club and Harry Meier,
Operator.
Town House and Harry Meier,
Operator.
WHEATLAND:
Grubel, Ray, Mgr., Alex Park

KANSAS

DODGE CITY:
Graham, Lyle
KANSAS CITY:
White, J. Cordell
LOGAN:
Graham, Lyle
MANHATTAN:
Stuart, Ray
PRATT:
Clements, C. J.
Wibby, L. W.
TOPEKA:
Mid-West Sportsmen Assn.
KENTUCKY
BOWLING GREEN:
Taylor, Roy D.
LEXINGTON:
Hine, Geo. H.

LOUISVILLE:
Gavin, Weezer
King, Victor
OWENSBORO:
Cristil, Joe, Owner, Club 71
PADUCAH:
Vickers, Jimmie,
Bookers' License 2611

LOUISIANA

ALEXANDRIA:
Greco, Al, Owner and Oper.,
Riverside Bar.
Smith, Mrs. Lawrence, Prop.,
Club Plantation.
Stars & Bars Club (also known
as Brass Hats Club), A. R.
Conley, Owner; Jack Tyson,
Manager.
Weil, R. L.
LAKE CHARLES:
Veltin, Tony, Mgr., Palms Club
MONROE:
Keith, Jessie
NEW ORLEANS:
Dog House, and Grace
Martinez, Owner.
Gilbert, Julie
The Hurricane and
Percy Stovall.
Hyland, Chaucery A.
OPELOUSAS:
Cedar Lane Club, and Milk
Delmas, Employer.
SHEVEPORT:
Reeves, Harry A.
Riley, Billy
Stewart, Willie

MAINE

SANFORD:
Legere, E. L.
MARYLAND

BALTIMORE:
Acton Music Corp.
Byrd, Olive J.
Cox, M. L., and Byrd, Olive J.
Epstein, Henry
Green, Jerry
Rio Restaurant and Harry
Weiss, Manager.
Stage Door Casino
White, David.
Nation Wide Theatrical Ag-
ency
English Supper Club, Ed. De
Waters, Prop.
COLLEGE PARK:
Beach, Edward, Pres., and
Rousborough Club.
CUMBERLAND:
Alibi Club, and Louis Waingold,
Manager.
FENWICK:
Repsch, Albert
FREDERICK:
Rev. H. B. Rittenhouse
OCEAN CITY:
Gay Nineties Club, Lou Be-
mont, Prop.; Henry Epstein,
Owner (of Baltimore, Md.).
SALISBURY:
Twain Lantern,
Elmer B. Dashiell, Oper.
TURNERS STATION:
Thomas, Dr. Joseph H.
Edgewater Beach.

MASSACHUSETTS

BILLERICA:
One O One Club, Nick
Ladoulis, Proprietor.
BOSTON:
Bay State News Service, Bay
State Amusement Co., Bay
State Distributors, and James
H. McIlvaine, president.
Crawford House Theatrical
Lounge
Grace, Max L.
McIlvaine, James H.
Mouzon, George
Blyder, Samuel, Boston
Amusement Co.
Sullivan, J. Arnold,
Bookers' License 150.
Sunbrock, Larry and his
Rodeo Show.
Walker, Julian
Younger Citizens
Coordinating Committee
CAMBRIDGE:
Montgomery, A. Frank, Jr.
Salvano, Joseph
FITCHBURG:
Boulduc, Henry
HOLYOKE:
Levy, Bernard W.,
Holyoke Theatre.
LOWELL:
Croome, Francis X.
MONSON:
Monson House and Leo Cam-
gallo, Employer.
NEW BEDFORD:
Rose, Manuel

INTERNATIONAL MUSICIANS

NORTH WEYMOUTH:
Pearl, Morey
SPRINGFIELD:
Fielding, Marjery, and her School of the Dance
WILMINGTON:
Blue Terrace Ballroom and Anthony Del Toro

MICHIGAN

BAY CITY:
Walther, Dr. Howard
DETROIT:
Adler, Caesar, and Hoffman, Sam, Oper., Frontier Ranch, Ammor Record Company, Bel Aire (formerly Lee 'n' Edie's), and Al Wellman, Ralph Wellman, Philip Flax, Sam and Louis Bernstein, Owners.
Bibb, Allen
Bologna, Sam, Imperial Club
Briggs, Edgar M.
Daniels, James M.
Green, Goldman
Hoffman, Sam, Operator, Frontier Ranch
Johnson, Ivory
Kosman, Hyman
Larry Lawrence Agency
San Diego Club, Nono Minando, Savoy Promotions, and Howard G. Pyle.
Schreiber, Raymond, Owner and Oper., Colonial Theatre.
FLINT:
Carpenter, E. M., Mgr., Terrace Gardens.
GRAND RAPIDS:
Huban, Jack
LANSING:
Morris, Elmer, Jr., Palomar Ballroom.
Tholen, Garry
SISTER LAKES:
Bendevous Bowl and Gardens J. Miller, Owner.
TRAVERSE CITY:
Lawson, Al

MINNESOTA

ALEXANDRIA:
Crest Club, Frank Ganser
BEHNDI:
Foster, Floyd, Owner, Merry Mixers Tavern.
GAYLORD:
Green, O. M.
RED WING:
Red Wing Grill, Robert A. Nybo, Operator.
ST. CLOUD:
Geas, Mike
ST. PAUL:
Fox, S. M.
SPRINGFIELD:
Green, O. M.

MISSISSIPPI

BILOXI:
Joyce, Harry, Owner, Pilot House Night Club.
GREENVILLE:
Pollard, Fleorad
JACKSON:
Perry, T. G.

MISSOURI

CAPE GIRARDEAU:
Gilkison, Lorene
Moonflower Club
CHILLICOTHE:
Hawes, H. H., Manager, Windmor Gardens.
KANSAS CITY:
Canton, L. R.
Coz, Mrs. Evelyn
Esquire Productions, Kenneth Yates, Bobby Henshaw, Henshaw, Bobby
Thudium, H. C., Asst. Mgr., Orpheum Theatre.
LEBANON:
Kay, Frank
POPULAR BLUFFS:
Brown, Merle
ST. LOUIS:
Caruth, James, Oper., Club Rhythmiques, Cafe Society, Brown Bomber Bar.
D'Agostino, Sam
Markham, Doyle, and Tune Town Ballroom

MONTANA

POBSYTH:
Allison, J.

NEBRASKA

COLUMBUS:
Moist, Don
KEARNBY:
Field, H. B., Mgr., 1733 Club
OMAHA:
El Morocco Club
Florentine Cafe, and Vance & Sam Vecchio, Owners.

MONTANA

POBSYTH:
Allison, J.

NEVADA

ELY:
Folsom, Mrs. Ruby
LAS VEGAS:
Gordon, Ruth
Holtzinger, Ruby
Stoney, Milo E.
Warner, A. H.
RENO:
Blackman, Mrs. Mary

NEW JERSEY

ABSECON:
Hart, Charles, Pres., Eastern Mardi Gras, Inc.
ASBURY PARK:
Richardson, Harry
White, William
ATLANTIC CITY:
Applegate's Tavern, and A. J. Applegate, Employer.
Atlantic City Art League
Danzler, George, Operator, Fassa's Morocco Restaurant.
Fassa, George, Operator, Fassa's Morocco Restaurant.
Jones, J. Paul
Lockman, Harvey
Morocco Restaurant, Geo. Fassa and Geo. Danzler, Oper.
BLOOMFIELD:
Thompson, Putt
CAMDEN:
Embassy Ballroom, and Geo. E. Chips (Geo. DeGerlamio), Operator.
Towers Ballroom, Pearson Leary and Victor Putamkin, Mgrs.
CAPE MAY:
Mayflower Casino, Charles Anderson, Operator.
CLIFTON:
Stuhli Bar, and August E. Buchner, Prop.
FLORHAM PARK:
Florham Park Country Club, and Jack Bloom
HOBOKEN:
Red Rose Inn, and Thos. Mouto, Employer.
LAKEWOOD:
Patt, Arthur, Mgr., Hotel Plaza Seldin, S. H.
LONG BRANCH:
Nappoport, A., Owner, The Blue Room.
MONTCLAIR:
Coe-Hay Corporation and Montclair Theatre, Thos. Haynes, James Costello.
MOUNTAINSIDE:
The Chatterbox, Inc., Ray DiCarlo.
NEWARK:
Coleman, Melvin
Hall, Emory
Harris, Earl
Jones, Carl W.
"Panda," Daniel Straver
Levine, Joseph
Prestwood, William
Red Mirror, Nicholas Grande, Prop.
Simmons, Charles
Tucker, Frank
NEW BRUNSWICK:
Eibel, Jack
NORTH ARLINGTON:
Petrucci, Andrew
PATERSON:
Marsh, James
Piedmont Social Club
Pyatt, Joseph
Riverview Casino
PLAINFIELD:
McGowan, Daniel
SOMERS POINT:
Dean, Mrs. Jeanette
Leigh, Stockton
SUMMIT:
Abrons, Mitchell
TRENTON:
Laramore, J. Dory
UNION CITY:
Corral Room, and Arthur Warrel.
Head, John E., Owner, and Mr. Scott, Mgr., Back Stage Club.
KAY SWENEY CLUB
WEST NEW YORK:
B'nai B'rith Organization, and Sam Nate, Employer; Harry Boorstein, President.

NEW MEXICO

CLOVIS:
Denton, J. Earl, Owner, Plaza Hotel.
SANTA FE:
Emil's Night Club, and Emil Mignardo, Owner.
ALBANY:
Bologhino, Dominick, Owner, Trout Club.
Kessler, Sam

NEW YORK

ALBANY:
Bologhino, Dominick, Owner, Trout Club.
Kessler, Sam

Lang, Arthur
New Abber Hotel
New Goblet, The
AUSABLE CHASM:
Anker, Nat
Steuer, Eliot
BONAVENTURE:
Class of 1941 of the St. Bonaventure College.
BRONX:
Santoro, E. J.
BROOKLYN:
Aurelia Court, Inc.
Graymont, A. C.
Johnston, Clifford
Morris, Philip
Puma, James
Reade, Michael
Rosenberg, Paul
Rosman, Gus, Hollywood Cafe
Steuer, Eliot
Villa Antique, Mr. P. Antico, Prop.
BUFFALO:
Jackson, William
McKay, Louis
Nelson, Art
Nelson, Mrs. Mildred
Rush, Charles E.
EASTCHESTER:
Starlight Terrace, Carl Del Tufo and Vincent Formella, Props.
ELBRIDGE:
Ray's Bar-D and Raymond C. Demperio.
FERNDALE:
Pollack Hotel
FLEISCHMANN'S:
Cat's Meow, and Mrs. Irene Churs, Prop.
FRANFORD:
Blue Skies Cafe, and Frank Reile and Lenny Tyler, Props.
GLEN SPEY:
Glen Acres Hotel and Country Club, Jack W. Rosen, Employer.
GLENS FALLS:
Halfway House, Ralph Gottlieb, Employer; Joel Newman, Owner.
Tiffany, Harry, Mgr., Twin Tree Inn.
GRAND ISLAND:
Williams, Ossian V.
GREENFIELD PARK:
Utopia Lodge
HUDSON:
Goldstein, Beany
Gutto, Samuel
ITHACA:
Bond, Jack
JAMESTOWN:
Lindstrom & Meyer
LAKE HUNTINGTON:
Green Acres Hotel
LOCH SHELDRAKE:
Fifty-Two Club, Saul Rappin, Owner.
Hotel Shlesinger, David Shlesinger, Owner.
Mardenfeld, Isadore, Jr., Estate of
MT. VERNON:
Rappin, Harry, Prop., Wagon Wheel Tavern.
NEW LEBANON:
Donlon, Eleanor
NEW YORK CITY:
Adler, Harry
Alexander, Wm. D., and Associated Producers of Negro Music
Amusement Corp. of America
Baldwin, C. Paul
Benubi, M.
Booker, H. E., and All-American Entertainment Bureau, Broadway Spring Publications, L. Frankel, Owner.
Calman, Carl, and the Calman Advertising Agency.
Camera, Rocco
Campbell, Norman
Carestia, A.
Charles, Marvia, and Knights of Magic.
Chassara, J. Co.
Cohen, Alexander, connected with "Bright Lights".
Collectors' Items Recording Co., and Maurice Spivack and Katherine Gregg.
"Come and Get It" Company
Continental Record Co., Inc.
Cotton Club
Crossen, Ken, and Ken Crossen Associates
Crown Records, Inc.
Currie, Robert W., formerly held Booker's License 2595.
Davison, Jules
Denton Boys
Diener & Dorskind, Inc.

DiMola, Enno
Dubois-Friedman Productions Corp.
Evans & Lee
Fine Plays, Inc.
Fotoshop, Inc.
Fur Dressing & Dyeing
Salesmen's Union.
Clyde Oil Products
Gray, Lew, and Magic Record Co.
Grisman, Sam
Gross, Gerald, of United Artists Management.
Heminway, Phil
Hirliman, George A., Hirliman Florida Productions, Inc.
Kaye-Martin, Kaye-Martin Productions.
King, Gene, Former Bookers' License 3444.
Koch, Fred G.
Korea, Aaron
Kushner, Jack & David
La Fontaine, Leo
Law, Frank
Leigh, Stockton
Leonard, John S.
Lyon, Allen (also known as Arthur Lee)
Manning, Samuel
Masconi, Charles
McCaffrey, Neill
McMahon, Jess
Meseole, Ed. P.
Montello, R.
Moody, Philip, and Youth Monument to the Future Organization.
Neill, William
New York Civic Opera Company, Wm. Reutemann.
New York Ice Fantasy Co., Scott Chalfant, James Blizard and Henry Robinson, Owners.
Orpheum Record Co.
Parmentier, David
Prince, Hughie
Regan, Jack
Rogers, Harry, Owner, "Frisco Follies".
Russell, Alfred
Schwartz, Mrs. Morris
Singer, John, former Booker's License 3326.
South Sea, Inc., Abner J. Ruben.
Spotlite Club
Stein, Ben
Stein, Norman
Steve Murray's Mahogany Club
Strouse, Irving
Sunbrock, Larry, and His Rodeo Show.
Superior 25 Club, Inc. Television & Exposition Productions, Inc., and Ed. A. Cornet
Thomson, Sava and Valenti, Inc. United Artists Management
Wee & Leventhal, Inc.
Wilder Operating Co.
Wiotusky, S.
NIAGARA FALLS:
Niagara Falls, Joseph, connected with Midway Park.
ONEONTA:
Shepard, Maximilian, Owner, New Windsor Hotel.
ROCHESTER:
Lloyd, George
Valenti, Sam
ROME:
Turf Restaurant, and Carmen Acquito, Operator.
SARATOGA SPRINGS:
Messrs. Stevens and Arthur L. Clark.
SCHENECTADY:
Edwards, M. C.
Pretto, Joseph
Rudds Beach Nite Klub or Cow Shed, and Magnus E. Edwards, Manager.
Silverman, Harry
SOUTH FALLSBURG:
Majestic Hotel, Messrs. Cohen, Kornfeld and Shore, Owners and Operators.
Seldin, S. H., Oper., Grand View Hotel.
SUFFERN:
Armstrong, Walter, Pres., County Theatre.
SYRACUSE:
Bagozzi's Fantasy Cafe, and Frank Bagozzi, Employer.
Candee Club, and Frank Sardino, owner.
Feinglot, Norman
Syracuse Musical Club
TANNERSVILLE:
Rips Inn, Basil Germano, Owner.
TROY:
DeSina, Manuel
TUCKAHOE:
Birnbaum, Murray
Roden, Walter

UTICA:
Burke's Log Cabin, Nick Burke, Owner.
VALHALLA:
Twin Palms Restaurant, Jobi Masi, Prop.
WHITE PLAINS:
Brod, Mario
Reis, Les Hechiria Corp.
YONKERS:
Babaer, William
LONG ISLAND (New York)
BAYSIDE, LONG ISLAND:
Mirage Room, and Edw. S. Friedland
FAR ROCKAWAY:
Town House Restaurant, and Bernard Kurland, Proprietor.
NORTH CAROLINA
BURLINGTON:
Mayflower Dining Room, and John Loy
CAROLINA BEACH:
Economides, Chris
Stokes, Gene
CHARLOTTE:
Amusement Corp. of America, Edson E. Blackman, Jr. Jones, M. P.
DURHAM:
Gordon, Douglas
Royal Music Co.
FAYETTEVILLE:
The Town Pump, Inc.
GREENSBORO:
Fair Park Casino and Irish Horan.
Plantation Club, and Fred "Koury, Owner.
Weingarten, E., Sporting Events, Inc.
KINSTON:
Courie, E. P.
Parker, David
RALEIGH:
Charles T. Norwood Post, American Legion.
WALLACE:
Strawberry Festival, Inc.
WILLIAMSTON:
Grey, A. J.
WILSON:
McCann, Roosevelt
McCann, Sam
McEachon, Sam
WINSTON-SALEM:
Payne, Miss L.
NORTH DAKOTA
BISMARCK:
Andrews, Lee "Bucky"
OHIO
AKRON:
Basford, Doyle
Millard, Jack, Mgr. and Lessee, Merry-Go-Round.
Pulman Cafe, George Sabria, Owner and Manager.
CANTON:
Holt, Jack
CINCINNATI:
Anderson, Albert, Booker's License 2956.
Black, Floyd
Carpenter, Richard
Einborn, Harry
Ezzard Charles Coliseum, and Mrs. Alberta Charles.
Kolb, Matt
Lantz, Myer (Blackie)
Lee, Eugene
Overton, Harold
Reider, Sam
Smith, James R.
Sunbrock, Larry
Wonder Bar, James McPartridge, Owner.
CLEVELAND:
Amata, Carl and Mary, Green Derby Cafe, 3314 E. 116th St.
Dixon, Forrest
Euclid 55th Co.
Heller, Saul
Manuel Bros. Agency, Inc., Booker's License 3568.
Monaco's Restaurant, and Frank Monaco.
Salanci, Frank J.
Tustone, Velma
Walthers, Carl O.
Willis, Broy
COLUMBUS:
Askins, Lane
Bell, Edward
Bellinger, C. Robert
Beta Mtg. Bldg. Asso., and Mrs. Emerson Cheek, Pres.
Carter, Ingram
Charles Blooz Post No. 157, American Legion.
Mallory, William
McDade, Phil
Paul D. Robinson Fire Fighters Post No. 567, and Captain G. W. McDonald.
DELAWARE:
Bellinger, C. Robert

FINDLAY:
Bellinger, C. Robert
Wilson, Mr. and Mrs. Earl, Oper., Paradise Club.
FIQUA:
Lee Sedgewick, Operator.
PORTSMOUTH:
Amvets Club, Post 63, and Sewart Barber, Manager
Smith, Phil
PROCTORVILLE:
Plantation Club, and Paul D. Reese, Owner.
TOLEDO:
Durham, Henry (Hank)
Dutch Village, A. J. Hand, Oper.
Huntley, Lucius
National Athletic Club, and Roy Finn and Archie Miller
Nightingale, Homer
YOUNGSTOWN:
Einborn, Harry
Reider, Sam
ZANESVILLE:
Venner, Pierre
OKLAHOMA
ADA:
Hamilton, Herman
MUSKOGEE:
Gutire, John A., Manager, Rodeo Show, connected with Grand National of Muskogee.
ENID:
Oxford Hotel Ballroom, and Gene Norris, Employer, Oklahoma.
OKLAHOMA CITY:
Holiday Inn,
Louis Strauch, Owner
Louis' Tap Room,
Louis Strauch, Owner,
Southwestern Attractions and M. K. Boldman and Jack Swiger.
The 29 Club,
Louis Strauch, Owner.
TULSA:
Goltry, Charles
Shunatos, Chief Joe
Williams, Cargile (Jimmy)
OREGON
HERMISTON:
Roseberg, Mrs. R. M.
PORTLAND:
Acme Club Lounge and A. W. Denton, Manager.
Yank Club of Oregon, Inc., and R. C. Bartlett, President
SALEM:
Oregon Institute of Dancing, Mr. Lope, Manager.
SHERIDAN:
Agee, Melvin, and American Legion Post No. 75.
PENNSYLVANIA
ALBUQUIPPA:
Guinn, Otis
BERWYN:
Main Line Civic Light Opera Co., Nat Buras, Director.
BLAIRSVILLE:
Moore Club, and A. P. Sundry, employer.
BRYN MAWR:
Foard, Mrs. H. J. M.
CHESTER:
Fisher, Samuel
Hi Top Cafe, Danny Thomas and Jack Sugarman, Owners.
Pyle, Wm.
Reindollar, Harry
CLARION:
Brocco, J. E.
Smith, Richard
Reading, Albert A.
DEVON:
Jones, Martin
DONORA:
Bedford, C. D.
EASTON:
Calichio, E. J., and Matino, Michael, Mgrs., Victory Ballroom.
Green, Morris
Jacobson, Benjamin
Koury, Joseph, Owner, The Y. M. I. D. Club
EVERETT:
Mayflower Inn, and Mr. and Mrs. Walter King, Owners.
FAIRMONT PARK:
Riverside Inn,
Samuel Ottenberg, Pres.
HARRISBURG:
Reeves, William T.
Waters, B. N.
KINGSTON:
Jonas, Robert
OMARSHALLTOWN:
Willard, Weldon D.
MEADVILLE:
Noll, Carl
MIDLAND:
Mason, Bill

MANITOWOC:
Hamilton's Night Club, and
Jack Hamilton, Owner

NEW CASTLE:
Boudarant, Harry

PHILADELPHIA:
Associated Artists Bureau

Benny-the-Bum,
Benjamin Fogelman, Prop.

Bilmore Hotel, and Wm. Clore,
Operator.

Bryant, G. Hodges

Saback, Carl P.

Davis, Russell L., and Trieman

Ballroom

DePrea, Rees

Pabiani, Ray

Garcia, Lou, formerly held

Booker's License 2620.

McShain, John

Melody Records, Inc.

Philadelphia Gardens, Inc.

Philadelphia Lab. Co. and

Luio Colantranno, Mgr.

Raymond, Don G., of Creative

Entertainment Bureau, Book-

ers' License 3402.

Roibe, Otto

Stanley, Frank

PITTSBURGH:

Anania, Flores

Picklin, Thomas

Matthews, Lee A., and New

Artist Service, Bookers' Li-

cence 2521.

Beight, C. H.

Sala, Joseph M., Owner,

El Chico Cafe.

POTTSTOWN:

Schmoyer, Mrs. Irma

READING:

Nelly, Bernard

SLATINGTON:

Flick, Walter H.

UPPER MERY:

Poinette, Walter

Wallace, Jerry

WASHINGTON:

Athena, Peter, Mgr.,

Washington Cocktail Lounge.

Lee, Edward

WILKES-BARRE:

Khan, Samuel

WILLIAMSPORT:

Circle Hotel and James Picella

Pennella, James

WORTHINGTON:

Conwell, J. R.

RHODE ISLAND

PROVIDENCE:

Allen, George

Belanger, Lucias

SOUTH CAROLINA

COLUMBIA:

Block C. Club, University of

So. Carolina.

GREENVILLE:

Bryant, G. Hodges

Goodman, H. E., Mgr.,

The Pines.

Jackson, Rufus

National Home Show

MOULTRIEVILLE:

Wurthmann, Geo. W., Jr.

ROCK HILLS:

Rolaz, Kid

SPARTANBURG:

Holcome, H. C.

TENNESSEE

JOHNSON CITY:

Burton, Theodore J.

KNOXVILLE:

Henderson, John

NASHVILLE:

Brentwood Dinner Club, and

H. L. Wazman, Owner.

Ballet Recording and Tran-

scription Co.

Club Zanzibar, and Billie and

Floyd Hayes

PARIS:

Behl, Richard A.

TEXAS

AMARILLO:

Cox, Milton

AUSTIN:

El Morocco

Franks, Tony

Williams, Mark, Promoter

BEAUMONT:

Wilson, E. W.

BOLING:

Faile, Isaac, Manager, Spotlight

Band Booking Cooperative

DALLAS:

Carnahan, R. H.

Embassy Club, and Helen

Aslow and Jas. L. Dixon,

Sr., Co-owners

Lee, Don, and Linahie (Shippy

Lynn), owners of Script &

Scene Productions and oper-

ations of "Standard and Spring-

time."

May, Oscar P. and Harry E.

Morgan, J. C.

CORPUS CHRISTI:

Rirk, Edwin

PORT WORTH:

Bowers, J. W.

Carnahan, Robert

Foo Coo Club

Flamingo Door and Joe Earl,

Operator

Smith, J. P.

GALVESTON:

Evans, Bob

HENDERSON:

Wright, Robert

HOUSTON:

Jeason, Oscar

Revis, Bouldin

World Amusements, Inc.

Thomas A. Wood, Pres.

KILGORE:

Club Plantation

Mathews, Edna

LONGVIEW:

Ryan, A. L.

PALESTINE:

Earl, J. W.

PARIS:

Rea-De-Voo, and Frederick J.

Merkle, Employer.

SAN ANGELO:

Specialty Productions, and Nel-

son Scott and Wallace Kelton

SAN ANTONIO:

Moore, Alex

Obledo, F. J.

TYLER:

Giffilan, Max

Tyler Entertainment Co.

VALDICO:

Faile, Isaac A., Manager, Spot-

light Band Booking & Orches-

tra Management Co.

WACO:

Peacock Club,

E. C. Cramer and R. E. Cass

WICHITA FALLS:

Dibbles, C.

Whately, Mike

VERMONT

BURLINGTON:

Thomas, Ray

VIRGINIA

ALEXANDRIA:

Dove, Julian M., Capitol

Amusement Attractions.

DANVILLE:

Fuller, J. H.

LYNCHBURG:

Bailey, Clarence A.

NEWPORT NEWS:

McClain, B.

Terry's Supper Club.

NORFOLK:

Big Track Diner, Percy Simon,

Prop.

Rohanna, George, Operator

The Lido Club.

ROANOKE:

Harris, Stanley

SUFFOLK:

Clark, W. H.

WASHINGTON

MAPLE VALLEY:

Rutic Inn

TACOMA:

Dittbenner, Charles

King, Jan

WEST VIRGINIA

BLUEFIELD:

Brooks, Lawson

Thompson, Charles G.

CHARLESTON:

Club Congo, Paul Daley,

Owner.

Cory, LaBabe

Hargrave, Lawrence

Hargrave, Paul

White, Ernest B.

INSTITUTE:

Hawkins, Charles

MOBANTOWN:

Leone, Tony, former manager,

Morgantown

Niner, Leonard

WHEELING:

Mardi Gras.

WISCONSIN

BOWLER:

Beinke, Mr. and Mrs.

EAGLE RIVER:

Deaver, A. J.

GREEN BAY:

Franklin, Allen

Galt, Erwin

Pearley, Chas. W.

GREENVILLE:

Reed, Jimmie

HAYWARD:

The Chicago Inn, and Louis O.

Runner, Owner and Operator.

HEATFORD JUNCTION:

Kilian, Phil, Prop., Phil's

Local Union 1452, CIO Steel

Workers' Organising Com.

Miguelos, V.

Radio Station CHUM

KESHENA:

American Legion Auxiliary

Long, Matilda

LA CROSSE:

Touke, Thomas, and Little

Dandy Tavern.

MTLWAUKEE:

Thomas, Derby

Weinberger, A. J.

NEBOFIT:

American Legion,

Sam Dickenson, Vice-Com.

RACINE:

Miller, Jerry

RHINELANDER:

Kendall, Mr., Mgr.,

Holly Wood Lodge.

SHEROYGAN:

Scilla, M.

STURGEON BAY:

Larsheid, Mrs. Geo., Prop.

Carman Hotel

DISTRICT OF COLUMBIA

WASHINGTON:

Alvis, Ray C.

Arcadia Ballroom, Edw. P.

Meserole, Owner and Oper.

Archer, Pat

Brown Derby

Cabana Club and Jack Staples

China Clipper, Sam Wong,

Owner.

Club Bengazi, and Paul Mann,

owner.

D. E. Corporation and

Herbert Sacks

5 O'Clock Club and Jack

Stapler, Owner

Fratone, James

Furedy, E. S., Mgr.,

Trans Lux Hour Glass.

Gold, Sol

Hoberman, John Price, Presi-

dent, Washington Aviation

Country Club.

Hoffman, Ed. F.,

Hoffman's 3-Ring Circus.

Kirsch, Fred

Mann, Paul, Owner,

Club Bengazi.

Mansfield, Emanuel

McDonald, Earl H.

Moore, Frank, Owner,

Star Dust Inn.

O'Brien, John T.

Rayburn, E.

Reich, Eddie

Rittenhouse, Rev. H. B.

Romany Room, and Mr. Wein-

traub, operator, and Wm.

Biron, Mgr.

Ross, Thomas N.

Roumanian Inn

Smith, J. A.

Trans Lux Hour Glass.

E. S. Furedy, Mgr.

HAWAII

HONOLULU:

The Woodland, Alexander

Asam, Proprietor.

CANADA

ALBERTA

CALGARY:

Port Brisis Chapter of the

Imperial Order Daughters of

the Empire.

Simmons, Gordon A. (Bookers'

License No. 4090)

BRITISH COLUMBIA

VANCOUVER:

H. Singer & Co. Enterprises,

and H. Singer.

ONTARIO

BRANTFORD:

Newman, Charles

CHATHAM:

Taylor, Dan

GRAVENHURST:

Webb, James, and Summer

Gardens

GUELPH:

Naval Veterans Ass

FLORIDA

CLEARWATER:
Sea Horse Grill and Bar

JACKSONVILLE:
Cos, Lytle

KEY WEST:
Delmonico Bar, and Arturo Bosa Tradewinds Club, and Murray Singer, manager

MIAMI BEACH:
Coronado Hotel

PENSACOLA:
Washing Well, and P. L. Doggett.

SARASOTA:
City Nineties "400" Club

TAMPA:
Grand Oregon, Oscar Leon Mgr.

ILLINOIS

ALTON:
Abbott, Benny

CHICAGO:
Hacker, George

GALESBURG:
Townsend Club No. 2

MATTOON:
U. S. Grant Hotel

QUINCY:
Porter, Kent

ST. LOUIS:
Boorman, John E.
Sigman, Arlie

INDIANA

INDIANAPOLIS:
Sunset Terrace Club

SOUTH BEND:
St. Casimir Ballroom

IOWA

BOONE:
Mizer's Hall

COUNCIL BLUFFS:
Council Bluffs Country Club
Flks Club
Radio Station KSWI
Smoky Mountain Rangers

INTROUQUE:
Julien Dubuque Hotel

KEOKUK:
Porter, Kent

KANSAS

WICHITA:
Shadowland Dance Club

SALINA:
Triangle Dinner Club

KENTUCKY

BOWLING GREEN:
Jackson, Joe L.
Wade, Golda G.

LOUISIANA

NEW ORLEANS:
Club Rocket
Happy Landing Club

MARYLAND

BALTIMORE:
Kawles, A. L.

HAGERSTOWN:
Audubon Club, M. I. Patterson, Manager.
Reback, C. A., and Baldwin Cafe.

MASSACHUSETTS

METHUEN:
Central Cafe, and Messrs. Yanabonis, Driscoll & Gagnon, Owners and Managers.

NEW BEDFORD:
The Polka, and Louis Garston, Owner.

WORCESTER:
Dinty More's and Wm. Campbell, Operator.
Gedymia, Walter

MICHIGAN

FLINT:
Central High School Audi.

ROUGHTON LAKE:
Johnson Cocktail Lounge
Johnson's Rustic Dance Palace

INTERLOCHEN:
National Music Camp

MARQUETTE:
Johnson, Martin M.

MINNESOTA

DULH:
Servicemen's Club

DEER RIVER:
Hi-Hat Club

GRAND RAPIDS:
Club Alamo

MINNEAPOLIS:

Frederick Lee Co., and Lee Redman & Sev Widman, Operators.
Twin City Amusement Co., and Frank W. Patterson.

ST. PAUL:
Burb, Jay
Twin City Amusement Co., and Frank W. Patterson.

MISSISSIPPI

MERIDIAN:
Woodland Inn

MISSOURI

ST. JOSEPH:
Rock Island Hall

MONTANA

GREAT FALLS:
Weaver, Eric, and Civic Music Asso. of Montana.

NEBRASKA

LINCOLN:
Dance-Mor

OMAHA:
Baker Advertising Company
Benson Legion Post Club
Eagles Club
Omaha Club
Pineboard Liquor Store
Salzman, Sam
Sanna, Johnny, and Tri-State Entertainment Service.
VFW Club
Whitney, John B.

SCOTT'S BLUFF:
Moose Lodge

NEVADA

ELKO:
Club Elko

NEW JERSEY

ATLANTIC CITY:
Hotel Lafayette
Terminal Bar

CLIFTON:
Bockmann, Jacob

DENVILLE:
Hena, Fred, Mgr. Wayside Inn

ELIZABETH:
Polish Falcons of America, Next 126.

JERSEY CITY:
Band Box Agency, Vice
Giacinto, Director
Ukrainian National Home

LINDEN:
Polish National Home, and Jacob Dragon, President.

MT. FREEDOM:
Klode's Hotel

NETCONG:
Kiernan's Restaurant, and Frank Kiernan, Proprietor

NORTH HACKENSACK:
The Suburban

PASSAIC:
Crystal Palace Ballroom

PLAINFIELD:
Polish National Home

TOTOWA BOROUGH:
St. Michael's Grove

NEW YORK

BROOKLYN:
Frohman, Louis
Temple Sinai, Bernard and Morris Epstein, Props.
Twin Cantors, Bernard and Morris Epstein, Props.

BUFFALO:
Hall, Art
Williams, Buddy
Williams, Oswain

CHENEA:
Coliseum

COLLEGE POINT:
Muehler's Hall

ITHACA:
Elks Lodge No. 636

LOCKPORT:
Tioga Tribe No. 289, Fraternal Order of Redmen.

MECHANICVILLE:
Cole, Harold

MOHAWK:
Hurdic, Leslie, and Vineyards Dance Hall.

MT. VERNON:
Studio Club

NEW YORK CITY:
Bohemian National Hall
D. A. Sokol Hall
Disc Company of America (Asch Recordings)
Richman, Wm. L.
Sammy's Bowery Pollics, Sam Fuchs, Owner.
Traemers Restaurant

OLEAN:
Rollerland Risk

ROCHESTER:

Mack, Henry, and City Hall Cafe, and Wheel Cafe.

SYRACUSE:
Club Royale

YONKERS:
Polish Community Center

NORTH CAROLINA

ASHEVILLE:
Proper, Fitzhough Lee

FLETCHER:
Davey Restaurant, and James G. and Jeanette Crockett Davey.

KINSTON:
Parker, David
Village Barn, and K. A. Lehto, Owner.

OHIO

CINCINNATI:
Wallace, Dr. J. H.

CONNEAUT:
MacDowell Music Club

DAYTON:
Cecil Harris Cocktail Bar

IRONTON:
Club Riviera

WARREN:
Kacnevich, Andy, and Andy's Inn.

OKLAHOMA

BRITTON:
Cedar Terrace Night Club

HUGAR:
Al. G. Kelly-Miller Bros. Circus, Ober Miller, General Man.

OKLAHOMA CITY:
Orwig, William, Booking Agent

VINITA:
Rodeo Association

PENNSYLVANIA

ALLENTOWN:
Park Valley Inn, and John Reisterer, Prop.

BEAVER FALLS:
Club Manor

BUTLER:
Paganelli, Deano
Sinkevich, William

CHICOA:
Millerstown High School

DUNMORE:
Arcadia Bar & Grill, and Wm. Sabatelle, Prop.
Charlie's Cafe,
Charlie DeMarco, Prop.

ELYNON:
Rogers Hall, and Stanley Rogers, Proprietor.

HARWICK:
Victory Hotel, and Henry Kelher

LINDORA:
Ukrainian Hall

PENNDLE:
Mammoth Casino, and C. Adam and Harry Schock.

PHILADELPHIA:
Morgan, R. Duke

PITTSBURGH:
Club 22
Flamingo Roller Palace.
J. C. Navari, Oper.
New Penn Inn, Louis, Alex and Jim Pastarella, Props.

BOULETTE:
Brewer, Edgar, Routeite House

SCRANTON:
P. O. S. of A. Hall, and Chas. A. Ziegler, Manager.

SOUTH CAROLINA

CHARLESTON:
Eisenmann, James P. (Bunk)

SOUTH DAKOTA

BROOKINGS:
Brookings High School Auditorium and Arno B. Larson.

MADISON:
American Legion

TENNESSEE

BRISTOL:
Knights of Templar

PORT ARTHUR:
DeGrasse, Lenore

SAN ANGELO:
Club Acapulco

TEXAS

BRISTOL:
Knights of Templar

NEWPORT NEWS:
Heath, Robert
Off Beat Club
Victory Supper Club

NORFOLK:
Paella, Frank J., Clover Farm and Dairy Stores.

VIRGINIA

BRISTOL:
Knights of Templar

NEWPORT NEWS:
Heath, Robert
Off Beat Club
Victory Supper Club

NORFOLK:
Paella, Frank J., Clover Farm and Dairy Stores.

RICHMOND:

Civic Musical Assoc.

ROANOKE:
Kriach, Adolph

WEST VIRGINIA

CHARLESTON:
Savoy Club, "Flop" Thompson and Louise Risk, Oper.

KEYSTONE:
Calloway, Franklin

FAIRMONT:
Adda Davis, Howard Weekly, Gay Spot
Amvets, Post No. 1

FOLLANSBEE:
Follansbee Community Center

PARKERSBURG:
Silver Grille, R. D. Hiles-Owner.

WISCONSIN

BARABOO:
Devils Lake Chateau, James Halsted, Manager.

COTTAGE GROVE:
Cottage Grove Town Hall, and John Galvin, Operator.

GRAND MARSH:
Patrick Lake Pavilion

KENOSHA:
Petrifying Springs Club House

OREGON:
Village Hall

POWERS LAKE:
Powers Lake Pavilion,
Casimir Pec, Owner.

REWEY:
High School
Town Hall

RICE LAKE:
Victor Sokop Dance Pavilion

TRUESDELL:
Blodorf, Julius, Tavern

TWO RIVERS:
Club 42 and Mr. Gauger, Manager
Timms Hall & Tavern

DISTRICT OF COLUMBIA

WASHINGTON:
Star Dust Club,
Frank Moore, Prop.

CANADA**BRITISH COLUMBIA**

VICTORIA:
Lantern Inn

MANITOBA

WINNIPEG:
Roseland Dance Gardens, and John P. McGee, Manager.

ONTARIO

CUMBERLAND:
Maple Leaf Hall

HAMILTON:
Hamilton Arena,
Percy Thompson, Mgr.

HAWKESBURY:
Century Inn, and Mr. Deschambault, Manager.
Triangle, and J. & E. Assaly, Props.

KINGSVILLE:
Lakeshore Terrace Gardens, and Messrs. S. McManus and V. Barrie.

PORCY STANLEY:
Melody Ranch Dance Floor

TORONTO:
Echo Recording Co., and Clemeat Hamburg.
WAINFLEET:
Long Beach Dance Pavilion

WINDSOR:
Showboat Ballroom, and R. A. Botothas.

QUEBEC

AYLMER:
Lakeshore Inn

MONTREAL:
Harry Feldman
Manour Berthier Hotel

QUEBEC:
L'Auberge Des Quatre Chemins, and Adrien Anelina, Prop.

MISCELLANEOUS

Al. G. Kelly-Miller Bros. Circus,
Ober Miller, General Manager
Marvin, Eddie

THEATRES AND PICTURE HOUSES**LOUISIANA**

SHREVEPORT:
Capital Theatre
Majestic Theatre
Strand Theatre

MARYLAND

BALTIMORE:
State Theatre

MASSACHUSETTS

FALL RIVER:
Durfee Theatre

MICHIGAN

DETROIT:
Shubert Lafayette Theatre

MISSOURI

ST. LOUIS:
Fox Theatre

NEW YORK

BUFFALO:
Basil Bros. Theatres Circuit, including: Lafayette, Apollo, Broadway, Geesee, Rosy, Strand, Varsity, Victoria, 20th Century Theatres

KENMORE:
Basil Bros. Theatres Circuit, including Colvia Theatre.

NEW JERSEY

MONTCLAIR:
Montclair Theatre

TENNESSEE

MEMPHIS:
Warner Theatre

CANADA**MANITOBA**

WINNIPEG:
Odeon Theatre

FOR SALE or EXCHANGE

(Continued from page forty-three)

FOR SALE—String bass, very old and in excellent condition, beautiful tone; also two French bass bows; one Bb, C. G. Conn tuba with four rotary valves; special make; will sell these very reasonable. Apply Musician, 666 Rhineland Ave., Bronx 60, New York City.

FOR SALE—Hammond organ, barely over two years old; excellent condition; late C. V. model D. R. tone cabinet; selling on account of illness. Call or write Frank Victor, 411 East 37th St., New York, % Roew. MU 4-1854.

FOR SALE—Edmond Bryant violin, made in 1919 at Boston, Mass.; also Andrew Hyde violin, Maggini copy, made in 1892; old violin bow, Bausch, Germany. Anthony Fiorillo, 171 Ward St., New Haven 11, Conn.

WANTED

WANTED—Piccolo, C-440, Selmer, Haynes, or Powell, must be exceptional instrument; five days' trial; reference, Zion Bank. Alex De Pew, 2315 Elisha, Zion, Ill.

WANTED—Fine violin such as Strad., Guadagnini, Bergoni, etc.; the price is no object; write at once. Chester Cheiro, 1275 Westwood Ave., Columbus, Ohio.

WANTED—Full-size practice piano keyboard (dummy keyboard), new or used, preferably with folding legs. Frank Mulacek, 2234 South St. Louis Ave., Chicago 23, Ill.

WANTED—French horn, single B-flat Kruppe or other German make; five-valve model preferred, but will accept any other type. Write or phone T. Miranda, 527 Second St., Brooklyn 15, N. Y. Phone: STerling 8-2713.

WANTED—New or used Therman; please write, stating price and condition of instrument in first letter. Box B, International Musician, 39 Division St., Newark 2, N. J.

WANTED—Attention symphonic musicians: Due to expansion and greater emphasis being placed upon the concert orchestra of the U. S. Air Force Band, vacancies exist for six violins, one stringed bass, one trumpet, and two woodwinds (must have fine bass voice for glee club work). Contact Major George B. Howard, U. S. Air Force Band, Bolling Air Force Base, Washington 20, D. C., giving all qualifications, including professional background, military service, age, and references.

AT LIBERTY

AT LIBERTY—Ace arranger, experience with radio, theatre, bands and music publishers; will work by correspondence. Bernard Goldstein, 93 Jefferson Ave., Chelsea 50, Mass.

AT LIBERTY—Pianist, union, veteran, single, trained musician, lifetime varied professional experience; past 35, neat appearance; desires first-rate opportunity; state particulars. Box D, International Musician, 39 Division St., Newark 2, N. J.

AT LIBERTY—Arranger, specializing in large orchestra work. Write to Hy Schindell, 5518 Avenue M, Brooklyn, N. Y.

AT LIBERTY—Lead alto and clarinet; single dates all-around experience, must pay 25% over scale; radio, recording, etc., dates, 100% over scale; strictly music, will not fake; television dates at your own risk, I am as ugly as a sour note. Nicholas Chernego, 210 West 14th St., New York, N. Y. Phone: Watkins 4-0372.

AT LIBERTY—Trap drummer, 20 years' experience in Western and swing bands; white; 30 years old; willing to travel in United States. B. Dullen, P. O. Box 17, Vernon, N. Y.

AT LIBERTY—String bass man desires position with small unit; will travel, read and fake, society or swing; age 32, member Local 17, Art Seale, 613 West 16th St., Erie, Pa. Phone: C6-6503.

AT LIBERTY—Pianist, commercial, fake, read, solo; small unit experience; member 802-47; working now, desires East location. Musician, Box 28, Billings, Montana.

AT LIBERTY—Violinist, Local 802, experienced for classic and dance; can also fake for small combination. Don Gerard, 7612 16th Ave., Brooklyn, N. Y. Tel. BE 6-7347.

AT LIBERTY—Bass or guitar player, age 27, 13 years' experience; desires position with combo; read or fake. Write Jimmy Padilla, 712 North Walnut, Kewanee, Ill.

AT LIBERTY—Drummer, 24, veteran, experienced, colored, desires work with a modern big combo or band; union; will travel. Write to Musician, % Johnson, 28 North Delaware Ave., Atlantic City, N. J.

STOLEN

STOLEN—From Hazleton Liberty Band room, a Meredith cornet, serial No. 2053. Reward if returned to Hazleton Liberty Band, Hazleton, Pa., Local 139, A. F. of M.

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A thousand words cannot communicate to you the glorious voice of this instrument . . . or the wonderful sense of freedom you feel when you experience its instant response, its unbelievably accurate scale. From the richly resonant chalumeau to extreme high register, the Selmer speaks with a precision and a full roundness many musicians never believed possible. Throat

tones, bell tones, clarion register—all are a revelation. And you play with a consistent embouchure throughout every register! Sixty-five years of continuous development have made today's Selmer the clarinet without peer the world over. The world's highest-paid artists agree: A Selmer will free you to realize your fullest musical capabilities.

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Street _____

City _____ Zone _____ State _____

