

Mr. D'Oyly Carte's "2nd London" Company, 1879 (New Company)

22nd September – 11th October: Shoreditch

STANDARD THEATRE

The patrons of the Standard Theatre have reason to be grateful to Mr. D'Oyly Carte for affording them an opportunity of hearing that remarkably successful piece *H.M.S. Pinafore*, which was produced at the above establishment on Monday evening with the greatest possible success, notwithstanding the very short time Mr. D'Oyly Carte has had to bring it forward, and the difficulties in procuring *artistes* to represent the chief characters. But as demand creates supply so the enterprising Manager has discovered performers able to do justice to Messrs. Gilbert and Sullivan's delightful comic opera, and for a first night with a new company the faults were few and the merits worthy of great commendation. The house was crowded, and when the curtain went rose upon the familiar scene of the quarter deck of the Pinafore the applause was enthusiastic. A full chorus and an increased band, conducted by Mr. H. Leipold, gave due effect to the choral and instrumental departments, which throughout the first act went uncommonly well. In the second some further rehearsals will tend to make matters go smoothly. The representative of the First Lord was Mr. E. Mead, who, although he has not quite got the true ideal of the character as yet, deserved praise for his efficiency and for the evident pains he took. Mr. George Temple looked well as Captain Corcoran, the commander of H.M.S. Pinafore, and did himself credit both as a vocalist and as an actor. He looked almost too gentlemanly to be capable of uttering "a big, big d——," and we can well imagine that such a gallant Captain would "hardly ever" thus commit himself. In the stage business of the second act, and especially in the trio between the Captain, Josephine, and Sir Joseph Porter, Mr. Temple may, we think, improve upon his Monday night's performance. In fact, this particular trio, one of the prettiest in the opera, did not go well, and required to be altogether crisper and better in tune, but, considering that rehearsals of the opera were obliged to be given at the last moment owing to a change in the cast, the wonder was that there was so little to find fault with. Mr. Fabrini, who was set down for Ralph Rackstraw, failed to appear, and his place was taken at very short notice by Mr. Seymour, who proved a most satisfactory representative of the part. He sang the music with considerable skill and good taste, and as his voice was of pleasing quality and his acting natural and unexaggerated he was most cordially applauded. Mr. Aynsley Cook, as Dick Deadeye, although his nature has decided against his looking so "triangular," as Little Buttercup describes him, succeeded in making the part most characteristic and amusing, while Mr. Cook's powerful voice and great experience as an operatic vocalist served him well, and tended to make his Dick Deadeye one of the most satisfactory performances of the evening. Mr. Billington was a manly and hearty Bill Bobstay, and his genial singing of "He is an Englishman" led to an encore being insisted on. The little part of Bob Beckett was most efficiently filled by Mr. Montelli, who sang the music carefully and acted with great spirit. We have heard Mr. Montelli as principal basso in several operatic companies, and were therefore not surprised at his efficiency. Miss Douglas Gordon has at least two requisites for the character of Josephine, a pleasing appearance on the stage and an excellent voice. Her execution of the music in the first act gained for the young lady unanimous approval. In the second she will succeed better when quite familiar with the music, but taking her impersonation as a whole there was much to praise, and the audience accepted her

endeavour in the most cordial manner, bestowing hearty applause in many instances. Miss Crofton made a very pleasant Hebe, and Miss Dundas as Little Buttercup delighted everybody with her excellent contralto voice, and with the ease and fluency of her singing. Miss Dundas is new to us, but her merits are unquestionably great, and the representation owed much to her talent. A bevy of smart young ladies represented the "sisters and the cousins and the aunts" of the First Lord, and the male chorus was also good. There appears every probability that this third edition of *H.M.S. Pinafore* will secure a large share of public favour at the Standard, to judge by the warmth with which it was received on Monday. After three weeks' campaign at Shoreditch the opera will be performed at several other theatres. The first item of the evening was the comedietta *The Love Test*, in which Mr. Lin Rayne and Miss Plowden acquitted themselves to the satisfaction of the audience. [*The Era* (London, England), Sunday, September 28, 1879; Issue 2140.]

13th – 25th October: Park Theatre, Camden Town

ACTION AGAINST AN OPERA SINGER.

HIGH COURT OF JUSTICE (CHANCERY DIVISION).

GALER V. COOK. – This was an action for an injunction, brought by Mr. Elliot Galer, of the Royal Opera House, Leicester, to restrain Mr. Thomas Aynsley Cook, the eminent vocalist, from singing or performing at the Royal Park Theatre, Camden Town, or any theatre or place other than the Royal Opera House, Leicester, between the 20th day of October, 1879, and the 1st November, 1879, both days inclusive.

The application was originally made *ex parte* at Judge's Chambers, on Thursday (14th), when his Lordship (Mr. Justice Bowen) adjourned the matter to Saturday (16th), at his private residence, in order that both sides might be heard.

Mr. Eddis, Q.C., and Mr. Bardswell (instructed by Messrs Scott, Jarman, and Trass), appeared for the plaintiff; and Mr. Scott (instructed by Mr. Christmas) appeared for the defendant.

Mr. Eddis, in opening the case, said – Your Lordship, having already granted the plaintiff leave to serve short notice of the motion, will doubtless, have seen the advertisement in the *Leicester Daily Post* of last Monday, the 20th inst., and your Lordship has also seen the programme announcing the performance of the comic opera *H.M.S. Pinafore* on Monday, the 13th inst., and twelve following nights, at the Royal Park Theatre, in which the defendant performs a principal character. Your Lordship also sees from the letters which have passed between the parties that the defendant's engagement with the plaintiff was made in July last.

Mr. Scott – The plaintiff in one of his letters says that the engagement is to commence on Monday, the 20th day of October 1879. Well, now I will call your Lordship's attention to a paragraph of an affidavit sworn by the defendant this morning, but not yet filed, from which it appears the defendant is quite anxious and ready to fulfil his engagement with the plaintiff. He says that on Sunday last, feeling unwell, he wrote to the plaintiff, returning his part, but on Tuesday last, feeling better in health, he attended at Messrs. Scott and Co.'s office, and saw Mr. Trass (who I am told is a friend of both parties) about three o'clock in the afternoon, who informed him that he (Mr. Trass) had just then seen Mr. Galer, and the defendant told Mr. Trass that if the plaintiff would send back the part, which he (the defendant) had returned on the previous Saturday, he would arrange to go down to Leicester on Friday night, and be prepared for rehearsal on Saturday. He also says that he had made every arrangement to proceed to Leicester according to this understanding with Mr. Trass, and, under

these circumstances, I contend that the action ought not to have been commenced, and that the application for an injunction ought to be dismissed with costs.

Mr. Cook – I may say, my Lord, that I had arranged with Mr. D'Oyly Carte to cancel my engagement with him, if necessary, for a fortnight, to enable me to carry out my engagement, which fact was well known to Mr. Trass.

Mr. Scott – At present, my Lord, he has only had sent him a part of the piece he has to perform. He has, therefore, not had an opportunity of studying it in order to perform at Leicester.

Mr. Cook – When I saw Mr. Trass on the Tuesday afternoon he said Mr. Galer wished me to go down on the Friday. I said this is impossible, but I will tell you what I will do, I will leave London by Friday night's midnight train, and I will be ready for a rehearsal on Saturday morning provided Mr. Galer sends me a book of the words and a proper pianoforte part, so that I may have some one to play while I go over it.

Mr. Justice Bowen – You must fulfil your engagement.

Mr. Scott – He can fulfil his engagement, my Lord, if it is postponed, but he has not had the pianoforte score, and it is not justice to himself to be called upon to play on Monday, as, according to the plaintiff's affidavit, it takes some days to learn, and one must know what the thing is about.

Mr. Justice Bowen – It is clear he must perform his contract.

Mr. Eddis – But he says he is unable to carry it out.

Mr. Justice Bowen – All that the plaintiff asks is that the defendant shall be restrained from playing elsewhere than at Leicester; and I think the plaintiff is entitled to have an undertaking, however much the defendant may have been misled by his misunderstanding with Mr. Trass.

Mr. Scott – Had the plaintiff, or some person for him, made the slightest inquiry of Mr. D'Oyly Carte these proceedings would have been entirely unnecessary.

Mr. Justice Bowen – It seems quite clear there was an engagement with Mr. Galer. The first thing I want to know is will Mr. Cook undertake not to break his contract? I think that Mr. Galer is entitled to an undertaking, because there is sufficient reason to ask for this injunction, seeing the defendant's name is advertised to appear at the Park Theatre during next week. I am not at present dealing with the question whether Mr. Galer is entitled to his injunction in the form asked for, but will Mr. Cook undertake not to perform elsewhere.

Mr. Cook – Yes, my Lord, I will do that.

Mr. Scott – My client, my Lord, proposes that each party should pay their own costs.

Mr. Eddis – I think I must press for costs, my Lord.

Mr. Trass – Mr. Cook has made a statement to you, my Lord, to which I should like to reply.

Mr. Justice Bowen – Certainly, Mr. Trass.

Mr. Trass – I received a telegram, my Lord, from Mr. Galer on Monday, about the middle of the day, requesting to know whether I could wait at the office between six and nine o'clock, as he had a matter of importance to consult me upon. I replied that I would do so. His Acting-Manager, however, came, as Mr. Galer was too busy to leave. He then stated the facts of this case to me, and I said I knew Mr. Cook, as my firm had acted for him professionally; and I undertook to see him the next morning, with a view to some amicable arrangement being come to, as I was sincerely anxious, knowing both parties, to smooth the matter over. This was on Monday night, and on the Tuesday morning I saw Mr. Cook. He then told me that, apart from his engagement at the Park Theatre, his other engagements in London would prevent him

from leaving. I thereupon telegraphed to Mr. Galer, who came up to see me the same afternoon. He then instructed me again to see Mr. Cook. I did so, and he said the only thing he could do would be to go down on Saturday, and I promised to convey that to Mr. Galer.

Mr Cook – Friday night, excuse me, Mr. Trass, I said that I would be there in time to attend any rehearsals Mr. Galer might fix for Saturday morning, provided Mr. Galer would return me the part with a musical score.

Mr. Trass – So far, my Lord, Mr. Cook has stated the facts quite correctly; but all that I undertook to do was to convey Mr. Cook's message to Mr. Galer, and if Mr. Galer assented I would let Mr. Cook know.

Mr. Justice Bowen – But did Mr. Galer then think that Mr. Cook might break his engagement?

Mr. Cook – I had already arranged to go, my Lord.

Mr. Trass – When I conveyed Mr. Cook's message to Mr. Galer he immediately said it was simply impossible, as it could not be done in less than four or five days, and unless Mr. Cook came down on Friday morning competent to perform his part it would be perfectly useless. After conveying Mr. Cook's message to Mr. Galer, I, of course, proceeded no further in the matter of the negotiations between them.

Mr. Eddis – This was on Tuesday afternoon, the 14th inst.

Mr. Trass – Feeling that I had gone quite as far as I ought, I ceased to have any further communication with Mr. Cook, and he would, therefore, assume that Mr. Galer would take this course.

Mr. Justice Bowen – What was the reason Mr. Galer apprehended that Mr. Cook might not perform his engagement.

Mr. Trass – He had written Mr. Galer so positively, my Lord.

Mr. Eddis – And subsequent to that he entered into an engagement with Mr. Carte to perform in *H.M.S. Pinafore*. We have an affidavit, my Lord, proving his taking part in that opera on Wednesday evening last, and it is announced on the programme that the opera is to be performed for twelve nights, commencing on Monday, the 13th inst.

Mr. Cook – I want to say this, my Lord. Of course, when I entered into the engagement with Mr. Galer I fully intended to go down there, and it was my intention up to about two months ago, when Mr. Carte offered me an engagement for a long period, covering this engagement. I said, "Well, I have an engagement with Mr. Galer for a fortnight." He said, "We must get over that somehow" – meaning that he would let me off for a fortnight, or something of that sort. Then I received a letter from Mr. Carte, in something like these terms:– "Dear Cook, – If Mr. Galer is inclined to be hard on the point of business, I will either cancel your engagement, or I will let you off for a fortnight." On Saturday night, after I went home, I felt very ill, and I had to attend at St. George's Cathedral on the Sunday morning, which I did. I drove there, but I was told that I was too ill to sing, so I had to return. I sent a letter to Mr. Galer, returning the part he had sent me, and telling him that I thought I should not be able to perform. On Tuesday I saw Mr. Trass, and I did not hear any more about the matter until I was served with a writ and a notice of motion in this action.

Mr. Justice Bowen – The defendant must not break his contract. It is clear an engagement was made, and I think the other side are entitled to an undertaking.

Mr. Eddis – The other question, my Lord, is as to costs; whether we were justified or not in supposing that he was going to withdraw from performing in Leicester, because on the 11th October, we have a letter written by the defendant, in

which he says, "I am unable to study it – very unwell," and so on. This is corroborated as Mr. Cook now tells us *was* unwell at that time. Then on Monday we have the advertisement appearing in the Leicester paper, with his cognizance, or, at all events, on the faith of our agreement with him, and at the same time another advertisement appears, stating to the public that Mr. Cook would appear on Monday, 13th inst., and every evening for twelve nights certain. Under these circumstances we sent a person, who saw him performing on one of these nights, and, of course, we were bound to presume that he would continue to do so for the period named, and under these circumstances I ask for costs. Whatever misunderstanding took place with Mr. Cook, we were clearly entitled to presume he would act for the twelve nights at the Park Theatre.

Mr. Scott – Well, I say first of all, it is clear from what took place between Mr. Trass and Mr. Cook that Mr. Cook was anxious to be down at Leicester pursuant to arrangement, but instead of going on the Friday he said he would go on the Saturday morning. Mr. Trass communicates the result of this to Mr. Galer, and does not take any further notice to Mr. Cook, and on the next day a writ was issued against my client, after Mr. Cook had actually told Mr. Trass that he could be down at Leicester on Saturday morning, although no time for rehearsal was mentioned, and I think, my Lord, it will not be justice to my client that he should have to pay the costs of the motion.

Mr. Cook – I have had several letters from Mr. Galer, my Lord, but he has not stated anything about rehearsals; but of course my own common sense will tell me that rehearsals are requisite. I think Mr. Galer had no right to compel me to be down at Leicester on Friday morning.

Mr. Justice Bowen – Do you think, Mr. Trass, that an arrangement has been made between Mr. Carte and the defendant that he should positively perform in Leicester?

Mr. Trass – I do not know, my Lord. All Mr. Cook said to me was that he might possibly be able to get off the engagement with Mr. Carte.

Mr. Justice Bowen – I think the plaintiff had a right to apprehend that Mr. Cook was not going to perform his part. I do not mean to say for a moment that he ever meant to do anything opposite to what a gentleman would wish to do, but I still think the plaintiff had a right to apprehend that his contract with Mr. Cook would not be performed. On the 11th October the defendant wrote to Mr. Galer, saying he would not be able to perform, and at the same time, or shortly afterwards, he is publicly announced and is seen to perform at the every time these negotiations were pending. I do not think there was sufficient relief to Mr. Galer from the natural apprehension caused to him through the defendant's conduct, and, therefore, it is with some great regret (although, at the same time, fully accepting what Mr. Cook says about his engagement) that I think there must be an order made for an injunction, with costs.

Mr. Eddis – Mr. Galer not being here, we do not know what his view as to damages may be, my Lord.

Mr. Scott – Would your Lordship reserve the costs, then?

Mr. Justice Bowen – I was anxious to settle this if possible, and I hope it will be arranged amicably. If we reserved it until the hearing it would be impossible to do so.

Mr. Trass – There is an affidavit, my Lord, explaining why the plaintiff cannot leave Leicester today, and stating that, if he is prevented from commencing the opera on Monday, as announced, he will incur a certain loss of £500, as all the parties have an engagement for twelve nights.

Mr. Justice Bowen – I think it will be well to settle the matter at once, but at the same time I do not wish to make an order which will throw obstacles in the way, and the order will, therefore, be that the motion be treated as a motion for judgement. The action to be set down as on motion for judgement, defendant undertaking not to sing or perform at the Royal Park Theatre, Camden Town, or at any theatre or place other than the Royal Opera House, Leicester, between the 20th day of October 1879, and the 1st day of November 1879 (both days inclusive). No order to be made on the motion except that the defendant do pay the plaintiff's costs of this action. This order to be without prejudice to the right of either the plaintiff or the defendant to commence a fresh action for damages in respect of any breach of the agreement which may hereafter occur. [*The Era* (London, England), Sunday, October 26, 1879; Issue 2144.]

10th – 15th November: Birmingham

PRINCE OF WALES THEATRE

That popular craft "H.M.S. Pinafore" cast anchor here for a short stay on Monday, and was welcomed into port by a goodly and appreciative company. Since her last visit there have been some important alterations in the equipage, but in most cases these are changes for the better, and on the whole the "Pinafore" has never been better manned or womaned either than on the present occasion. There is no need to expatiate anew upon the musical and literary merits of a production which has long been familiar as a household word wherever the English tongue is spoken. Opinions doubtless differ as to the relative merits of this and the other joint-stock productions of Messrs. Gilbert and Sullivan, but no one will venture to deny that it is one of the most original, witty, and amusing compositions to which the spirit burlesque has given birth, and that the music, for once, is as humorous and original as the dialogue. The performance was, on the whole, a very smooth and effective one, though some of the concerted pieces, more especially in the second act, would have been the better for an additional rehearsal. Miss Petrelli is both vocally and histrionically an improvement upon her predecessor in the part of *Josephine*, though some of the music is a little trying for her voice. The lady possesses intelligence, humour, and a graceful presence, and her acting is free from the affectation and self-consciousness which so often disfigure the assumption. Miss Stavart, as *Little Buttercup*, the bumboat woman, is piquant and spirited, and sings with good voice and expression. Miss Larue, [sic] as the disdainful *Hebe* who consoles the First Lord of the Admiralty for his disappointment, makes much of a small part, without being unduly obtrusive. *The Right Hon. Sir Joseph Porter, K.C.B.*, in the hands of Mr. Meade is a very diverting assumption, but the gentleman's vocal qualifications for the part are of a somewhat limited order. Mr. Temple, as the unhappy *Captain Corcoran*, who was changed "in childhood's happy hour," and who "hardly ever" addresses words to his crew beginning with a big big D, is gentlemanly and subdued in the presence of his superior. The *Ralph Rackstraw* of Mr. Sidney is a creditable assumption, more especially as regards the vocalization; and the *Dick Deadeye* of Mr. Billington is dismally grotesque, as it should be. The chorus of sailors, and "sisters, cousins, and aunts," are for the most part excellently given. Encores were numerous, and the applause and laughter were almost incessant. To recount the "hits" would be simply to name the most popular numbers in the work, not excepting, of course, the pleasant autobiographical ditties of the Captain, "the ruler of the Queen's Navee," and *Little Buttercup*, the marriage bells trio, the scena for *Josephine*, and the finale of the first act. The piece is, as usual, capitally put on the stage, both as to dresses and scenery,

and the band is efficient. [*Birmingham Daily Post* (Birmingham, England), Wednesday, November 12, 1879; Issue 6661.]

PRINCE OF WALES THEATRE – Proprietor, Mr. J. Rogers. – Once more we have here the very successful and popular nautical opera *H.M.S. Pinafore*, and, as a matter of course, there has been a crowded house every night. The character of the First Lord was well taken by Mr. J. A. Meade, Mr. George Temple being a creditable Captain Corcoran. Mr. Billington was delightfully dismal as Dick Deadeye; and Mr. James Sidney acted and sang well as Ralph Rackstraw. The character of Little Buttercup was splendidly taken by Miss M. Stavart and Miss Petrelli's assumption of the part of Josephine was an admirable one. [*The Era* (London, England), Sunday, November 16, 1879; Issue 2147.]

17th – 22nd November: Dublin

THE GAIETY THEATRE

Last night a new operatic company, under the direction of Mr. D'Oyly Carte, gave a successful representation of "H.M.S. Pinafore" at the Gaiety Theatre. The immense popularity of the opera is shown by the fact that it drew a thronged house last night, though it is safe to assume that nearly every person present had enjoyed the tuneful music and the pleasant action of the piece on more than one occasion before. "Pinafore" will be repeated every night during the week. [*Freeman's Journal and Daily Commercial Advertiser* (Dublin, Ireland), Tuesday, November 18, 1879; Issue N/A.]

24th – 29th November: Newcastle

THEATRE ROYAL. – Lessee, Mr. C. Bernard. – *H.M.S. Pinafore* was again presented before a crowded audience at this theatre on Monday evening and was received with increased favour, Mr. J. A. Meade appeared to great advantage as Sir Joseph Porter, and was warmly applauded, Mr. L. James being equally successful as Captain Corcoran, while Miss Petrelli acted and sang in the most charming and finished manner as Josephine. Miss M. Stavart as Little Buttercup, Miss La Rue as Hebe, Mr. Sidney as Ralph, Mr. Billington as Dick Deadeye, and Mr. Lackner as Bill Bobstay were well deserving of commendation. The mounting of the opera was most complete and satisfactory. [*The Era* (London, England), Sunday, November 30, 1879; Issue 2149.]

1st – 3rd December: Chester

PRINCE OF WALES THEATRE. – Proprietor, Mr. B. Sheridan. – On Monday Mr. D'Oyly Carte's *Pinafore* company commenced a short engagement, and "hardly ever" has Mr. Sheridan presented his patrons with a more enjoyable programme. The saucy craft and her gallant crew met with a hearty reception from an audience which thronged the theatre in every part, although the prices were raised considerably. The popular comic opera is preceded by an amusing vaudeville by Messrs. Desprez and Cellier, entitled *In the Sulks*, in which Mr. Lithgow James and Miss Lillian Larne appear to advantage. The engagement of this excellent company was only for three nights, a fact much regretted by the musical public of Chester. [*The Era* (London, England), Sunday, December 7, 1879; Issue 2150.]

4th – 6th December: Shrewsbury

THEATRE ROYAL. – Proprietor, Mr. Thos Maddox. – Mr. R. D'Oyly Carte's *H.M.S. Pinafore* company opened here on the 4th inst. For three nights, and the house was crammed on each occasion. [*The Era* (London, England), Sunday, December 14, 1879; Issue 2151.]

8th – 10th December: Hereford

ST. GEORGE'S HALL. –Proprietor, Mr. H. Watkins. – Thanks to the enterprising Proprietor of this place of amusement we have been favoured this week with a three days' visit from Mr. D'Oyly Carte's highly successful opera company, who have performed each evening *H.M.S. Pinafore* to very large and enthusiastic audiences. Each performance commenced with *In the Sulks*. [*The Era* (London, England), Sunday, December 14, 1879; Issue 2151.]

11th – 13th December: Worcester

THEATRE ROYAL. – Lessee, Mr. T. C. King; Business Manager, Mr. S. Hullah. – Mr. D'Oyly Carte's opera company was announced to appear the last three nights of the week in *H.M.S. Pinafore* and *In the Sulks*. [*The Era* (London, England), Sunday, December 14, 1879; Issue 2151.]