Ruling the Roost:
Louisa Pyne's 'Rules and Regulations' for running an opera company

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Let us imagine that you have auditioned for the panel for the Royal English Opera. The year is 1859. The new Covent Garden Theatre has just re-opened and its owner, Frederick Gye, has leased it to Louisa Pyne and William Harrison as a home for their new venture, the Royal English Opera Company. Shortly after you return to your home in Ladbroke Grove, a messenger arrives from the theatre with good news; Pyne and Harrison are prepared to offer you a contract, and the messenger leaves one to be signed.

But when you look at it, you are surprised to see that it has a set of rules attached. And after reading them, you wonder whether or not you should take the offer; the rules seem to extend into every corner of the Company, and the system of fines is punitive. But eventually you sign on the dotted line, for the importance of careful management of an opera company could not be over-estimated; well run, a company could – and did – make money and pay out the contracts; poorly regulated, that same Company could be a financial disaster.

These printed sets of rules are my chosen operatic objects, two sets to be precise, ones that regulated the behavior of the performers at two of London's opera venues. One was the King's Theatre, or the Opera House, the institution that (for much of the 18th and early 19th centuries) was the venue for the performance of foreign language opera and dance. The second was that venue's successor, the already-mentioned Theatre Royal, Covent Garden,

which took over from the King's Theatre in the early 1840s as London's premier home of elite opera and dance. The set of rules associated with the King's Theatre was published in 1816 for Edmund Waters; the set of rules associated with Covent Garden were produced in 1859 for Louisa Pyne and William Harrison.

Waters' pamphlet, *Regulations to be henceforth observed by the performers at this theatre* is dated 1 January 1816, and can be seen in **Illustration 1**. It was printed by William Winchester (*fl.* 1793-1834), who traded in the Strand as William Winchester and Son from 1802 to 1819. The author of the pamphlet covered himself on three fronts by including the instructions in English, French, and Italian. The three languages were aimed at three different areas of the Company; English suited the theatre staff, Italian did for the singers, and the dancers would have welcomed the French.

Waters's rules – called 'articles'- came in 18 handy paragraphs, one rule per article, and with a short summary along side each one. They fall into three general groups: costumes and properties, attendance, and conduct during performances. However, those rules relating to attendance are perfunctory, and those to performances very general; it is those relating to costume and props that are detailed and extensive, and indeed, of the 18 articles, 9 relate to the wardrobe, and 1 to looking after the music. This suggests that these rules are proprietor's rules, since they deal largely with items that are the theatre's property. How else can one explain article XIII:

Any performer who shall take upon the stage, natural flowers during rehearsals, or the evening's performances, to forfeit 2s. 6d.[1]

Presumably, the mess that resulted from their use that was uppermost in Waters's mind.

Pyne and Harrison's rules were somewhat different. They are in English only, as befitted an English opera company. As we have seen, Waters' came in a handy booklet; Pyne and Harrison's came on an A3 page, impressive but unwieldy. As you can see from the copy, Pyne and Harrison glued the singer's contracts to these rules, which themselves became part of the agreement for the season. The physical joining of these two documents could arguably have been done at any time, but the memorandum of agreement ends with the note that the terms and conditions were 'subject to the rules and regulations of the Covent Garden Theatre affixed'.

Pyne and Harrison's list consisted of 33 rules, both more extensive and much more elaborate than Waters's (**Illustration 2**).[2] The authors divided it into four parts. First were General Regulations, rules 1 to 14, which dealt with issues such as exclusivity, Benefits, illness, and payments. Rules of Rehearsal, rules 15 to 20, came next, with guidance on timing, lateness, and learning. Thirdly, rules 21 to 31 were the Rules During Performance, which governed learning, leaving the stage, and musical substitutions. The fourth and final section, nos 32 and 33, dealt with Benefits.

[1] Waters, 5.

[2] There is a digest of these rules in a small volume from the 1820s; it is likely that Pyne and Harrison's version is a distillation of a series of versions.

The rules themselves dealt covered a mixture of minor annoyances and major issues. The 1st rule, for example, insists that the performer's places their name and address in the address book at the stage door. The 10th rule, however, is key to the performer's contract; payment was to be made only for nights on which performances took place, and that the contract could be terminated by either side at a month's notice.

Perhaps the longest rule, and the one that conveys the most information about the problems and difficulties the Companies faced is Pyne and Harrison's rule 21:

> For not being ready to begin at the time announced in the Bills, or for keeping the Stage waiting at any other part of the performance – ten minutes being allowed for change of dress – to forfeit Half a Week's salary: and should any Scene, or Part of a Scene, or Song, or Part of Concerted Music, intended to be sung in, or between the Pieces, be omitted, displaced in consequence of the absence of any performer (excepting in the case of sudden illness, which must be confirmed by a medical certificate, if required): or should it be found necessary from any cause whatsoever, to employ any other person to personate His or Her part, or to change the piece or entertainment, or any part thereof. Or to substitute any other, or part of any other, the person in default shall forfeit a fill Week's Salary, or be subjected to the cancellation of His or Her engagement, at the option of the managers.

The desperation and specifically behind this one rule makes it absolutely clear that Pyne and Harrison's experiences coloured the way in which the rules were drawn up.

But in both cases, we learn much about some aspects of theatre practice. The costumes are the main point of contact. Water's articles II & III provided for the forfeit of a month's salary, plus whatever extra expense was incurred, should a cast member refuse to wear the costumes as directed, or for 'any performer adding to or diminishing from his or her dress, after a design of the same has been determined upon by the manager'.[3] Pyne and Harrison stipulated that one night's salary would be lost if any performer showed 'palpable neglect of, or inattention to dress, or wearing any apparel inconsistent with the character represented'. Waters', in wanting to saving money, was keen that the dresses should be worn as specified; Pyne and Harrison were more interested in ensuring that the dramaturgy of the opera was respected.

But what were these rules for? I said in my abstract that I was going to assess the 'transgressions in the workings of the opera company', and so far, I have discussed them at face value; they seem to be precisely what their producers suggest. But in fact, there is nothing in them that, at least in principle, any singer, dancer, or staff member being employed by both houses, would not have known or been aware of as an essential of theatre administration.

[3] Waters, 3.

One of the puzzles is the limited survival of copies of such rules; for London, there is a single copy of Waters's 1816 set in the New York Public Library, and a single copy of Louisa Pyne's rules in the Collection at the Barr-Smith Library. Going beyond the opera house, there is one set of rules surviving for the Theatre Royal, Drury Lane, published in 1820, which is held by the Folger Library. If it was an essential administrative document as all that, one might expect there to be more copies extant. But in fact the wider purpose of such rules may lie in the circumstances of those producing them.

Edmund Waters, the promoter of the 1816 Rules had been in competition with William Taylor since the King's Theatre fire of 1789. Taylor was a manipulator, a fraud, and an ignoramus, but managed somehow to remain in the opera game through persistence, and manipulation and misuse of the legal system. The importance for Waters of 1816 lay in a sequence of events which started in 1803, when one Francis Goold purchased tranches of the Opera House in 1803 and 1804 from William Taylor – and then Taylor, after parting with these portions, mortgaged the balance of his holding to Goold.[4] There was, however, a reversionary clause whereby by each controlled the other's share in case of death.

Inevitably, Goold died unexpectedly in 1807, and Taylor began administering a share of the theatre as executor of his estate. But Waters managed to purchase the entire concern in 1814 for £35,000, when the Lord Chancellor and the courts finally declared Taylor unfit, and appointed Waters

[4] Benjamin Lumley, *Reminiscences of the Opera; twenty years director of Her Majesty's Theatre* (London: Hurst and Blackett, 1864), p. 3.

as the new manager.[5] Waters announced the formation of a committee of 'Noblemen and Gentlemen as are interested in the welfare of the Italian Stage, who would occasionally condescend to meet and examine into the general conduct of the Establishment, and to make known their wishes relative to the performers, choice of representations, and other arrangements'.[6] And it was in this context that Water's printed his rules in preparation for the new enterprise on which he was about to embark.

We know more of Louisa Pyne and William Harrison, and of their various operatic ventures. You can see their portraits on the back of the handout. Both were singers, Pyne was a soprano, Harrison a tenor, and both had significant early careers in England. Pyne was the more accomplished, being dubbed the 'English Sontag.'[7] Their careers in opera promotion began when both singers went to an engagement in America in 1854, and where, in the same year, they formed the Pyne-Harrison Opera Company. It was based in New York, but also maintained a punishing touring schedule that included towns north - Boston, Providence, and up to Montreal in Canada - and towns south - Philadelphia, Washington, and down to New Orleans in Louisiana.

Returning to England for appearances at the Lyceum and at Drury Lane in 1857, Pyne and Harrison then took a lease from Frederick Gye on the new Covent Garden Theatre; the Company appeared there each winter from 1859, until its closure in 1864. During this period first performances of Balfe's

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[5] Waters's 'Statement to the nobility and gentry' appeared in both *The Morning Post* and *The Morning Chronicle*, 26 July 1816.
[6] See Jennifer Hall-Witt, *Fashionable Acts, opera and elite culture in London, 1780-1880* (Durham: University of New Hampshire Press, 2007), pp. 81-90, for a discussion of other such committees.
[7] Madmoiselle Sontag was a famous singer who appeared at the King's Theatre in, among other oepras, Rossini's spectaculer *La Donna del Largo* in the 1820s.

Rose of Castille, *Satanella*, *Bianca; or The Bravo's Bride*, *The Puritan's Daughter* and *The Armourer of Nantes* were on the bills.

Pyne and Harrison were encouraged in their plans for an National opera company; Pyne's Royal connections ensured that she had the attention of both the Queen and the Prince Consort (they had been present at her debut in *The Magic Flute*) and Victoria saw her three times in Balfe's *Satanella*, once in *Maritana*, twice in *Lurline*, and once each in *Bianca, the Bravo's Bride*, *Robin Hood*, and *The Amber Witch*. It appears that the Prince Consort was in favour of a National Opera, and was prepared to support an approach to the Government for a subsidy. Sadly, as the conductor Luigi Arditti commented, with the death of the Prince Consort, 'the web of powerful interest which inevitably folded itself round the opera nights' was no longer there, and in 1864, Pyne and Harrison dissolved their partnership.

The notion of the Royal English Opera Company differed from any other London enterprise in the 19th century. Pyne and Harrison set out to do two things. One was to present English versions of European works, such as *Maritana*, and Auber's *The Black Diamond*. This was not in itself a new idea; the playhouses had been doing this for many years. But it was the first time that a Company exclusively devoted to opera set out this as part of its mission. The second aim was to establish a school of National opera, and in pursuit of this, Pyne and Harrison commissioned operas from a number of composers, including Michael Balfe, and their activities meant that the number of new operas premiered at Covent Garden, instead of standing in single figures for the entire 19th century, was in double figures, and included 15 new English

operas. This approach had characterised their American venture as well, where they showed that interest in new works; it was their Company that first produced George F. Bristow's *Rip Van Winkle*, a work widely regarded as the first 'American' opera.

To conclude

Our two sets of Rules, then, can be associated with the effort of particular individuals not just to control their singers and to run their companies, but in each case, represented efforts to establish institutional identities, and to convey to the performers that they were employed by a new and focused company. In the case of Edmund Waters, it was the culminating triumph after years of legal disputes, arguments, and acrimony. The message was that London's Opera House was about to embark on a new chapter, one that would (it was hoped) bring elite performers from Europe to the London stage in a professional and organised manner.

Further, the ugly-duckling building was on the cusp of being transformed into an opera house worthy of London as a capital city. The building that had replaced the one destroyed in the fire 1789 had never been completed, see **Illustrations 3 and 4**. In the new plans announced about this time by John Nash for the construction of Regent Street and Waterloo Place, the theatre, at the bottom of the Haymarket, would be left on an imposing island site, seen in **Illustration 5**. The structure would then be transformed into the Opera House that the 19th century knew, seen in **Illustration 6**.

In Pyne and Harrison's case, their rules defined the workings of an opera company that hoped to become a National Opera. Not only would it

perform works adapted to the local language, but it would commission new works from British composers and establish a national repertory. Further, the theatre in which their performances took place was the newly rebuilt Covent Garden; its reputation had been damaged by the holding of masquerades, one of which burnt the building to the ground, see **Illustrations 7 and 8**. The replacement theatre was presenting itself as a new venue, seen in **Illustration 9**, and needed a prestigious and well-run Company to help re-establish its position on the London theatre scene; they found it in Pyne and Harrison's Royal English Opera.