Textualization of the English Theatre and Its Consequences in the 19th Century: Theatre Publisher Samuel French in the Mid-Victorian Period

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Abstract

The period from the 1830s to the 1880s has been termed a “black hole” in the history of English theatre (Radcliffe and Mattacks 2009). Victorian drama was said to be in “decline”, devoid of the literary merit required for elevation to the rank of national literature. Most of the plays performed on stage are unknown today because they were published as cheap, flimsy pamphlets or simply not published at all. Victorian plays mounted before 1891 were “forgotten” to all but theatre historians (Pearson 2015).

Recent research on the Anglo-American performing rights points out “from the early 1840s to 1891, plays in finely bound, carefully printed reading volumes all but disappeared from the market, replaced by cheaply furnished, poorly printed, inexpensive acting editions” (Miller 2018). Since most English dramatists did not publish their plays, argued Miller, published plays were a marginal commodity for professional theatre. What, then, is the analytic relevance of closely examining poorly made, inexpensive prints?

The task of this article is to illuminate how published mid-Victorian plays contributed to the making of an imagery cultural sphere, the English theatre. In this paper, Dion Boucicault’s The Long Strike is used as an example of mid-Victorian play publication. The play is a typical publication of the mid-Victorian period, in the sense that it was one of many texts published surreptitiously across the Atlantic due to imperfect copyright protection. Although English playwrights refrained from publishing their texts, their plays mysteriously continued to appear in the US publishing market. The consequences of the production of printed plays of questionable authenticity remain largely unknown.

Through the case of The Long Strike, I have clarified the manner in which a considerable number of pamphlet-like plays were circulated by Samuel French. The firm first published play texts in New York without the authors’ permission. These US-issued play texts were distributed worldwide through various postal services. My aim in tracing this process is to argue that the proliferation of plays—sometimes published promptly in an illicit fashion, as was the text examined in this study—contributed to the creation of a theatrical culture well beyond England during and after this period.
“...a play must not be published; manuscript is sacred; publication is a dedication to the public” (*New York Times* 1878)

Samuel French, publisher

**Introduction**

The period from the 1830s to the 1880s has been termed a “black hole” in the history of English theatre (Radcliffe and Mattacks 2009, p. 1). Victorian drama was said to be in “decline”, devoid of the literary merit required for elevation to the rank of national literature. Before the political comedies of Bernard Shaw and well-crafted plays of Oscar Wilde, there was not a single “canonical playwright” in England (Pearson 2015, p. 1). Historians have revealed that in the Victorian era, plays staged in London theatres were far from British; they were often adapted from contemporary French plays (Rowell 1976), novels (Cohen 2017), and other types of performances such as burlesques or animal shows (Davis and Holland 2007). Most of the plays performed on stage are unknown today because they were published as cheap, flimsy pamphlets or simply not published at all. Victorian plays mounted before 1891 were “forgotten” to all but theatre historians (Pearson 2015, p. 1).

Recent literary study has shown that mid-Victorian literature was interconnected across national boundaries (Bannett 2011, Claybaugh 2007). Before the International Copyright Act of 1891, English literary works were closely tied to the extensive American reprint market (McGill 2003). However, novels and dramatic works were commercialised in different ways. By closely following drama and musical court cases from 1770 to 1911 in the UK and US, Derek Miller reconstructed the process by which performing rights came into being; his focus was on the “ontology of performance”, that is, the machinery of the theatre industry that created the performance as a commodity (Miller 2018). In 1885, dramatic authors collected performance rights fees in both in the UK and the US (*Saturday Review* 1885) on the condition that their plays not be published. Since most English dramatists did not publish their plays, argued Miller, published plays were a marginal commodity for professional theatre: “From the early 1840s to 1891, plays in finely bound, carefully printed reading volumes all but disappeared from the market, replaced by cheaply furnished, poorly printed, inexpensive acting editions” (Miller 2018, p. 197). What, then, is the analytic relevance

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1 A substantial proportion of published drama from the mid-Victorian era consists of “miserable sixpenny pamphlets for the use of amateur clubs” (Archer 1923, p. 252).

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* Aiko MATSUURA: Textualization of the English Theatre and Its Consequences in the 19th Century: Theatre Publisher Samuel French in the Mid-Victorian Period
of closely examining poorly made, inexpensive prints? I justify the need for thorough research on this topic on three accounts.

First, the value of a textual commodity does not necessarily account for its significance in analytic terms. As Benedict Anderson argued, the rise of imagined communities did not presuppose the consumption of cultural commodities in monetary terms (Anderson 2006). In a similar vein, printed plays, although marginal in monetary terms, penetrated markets across the world by bringing textual replicas of the latest popular plays in London to a wide range of readers. Occupying a niche readership within the empire, printed plays, perhaps because of their marginality, steadily infiltrated the peripheries of the literary market. Printed plays made inroads into a sphere of circulation that extended far beyond the UK, reaching North America and English colonies in Australia, South Africa, and India (Daily Telegraph & Courier 1895). The readership neither questioned nor cared whether these prints were authentic copies of the originals, despite the highly dubious legal status of these cheaply printed text versions due to the complexities of copyright stipulations in their respective countries.

Legal analysis of the historical background of printed plays often does not illuminate their cultural implications outside the UK or their influence in constructing contemporary perceptions of English theatre. Although historians often downplay the impact of printed plays on professional theatre by focusing on their middle-class readership or influence on amateur theatricals in the UK (Stoddard 1980, p. 131, Mattacks 2016), my analysis suggests that such texts were issued by theatre publishers in the 19th century in response to intense demand for the plays in the global market.

In Bombay, Calcutta, and Madras, the English visitor, the military officer serving his term of foreign service, the enthusiastic Hindoo himself, could pop in to one of the shops and obtain a selection of acting plays sufficiently wide and extensive to have satisfied even a “circuit” manager in the olden times. If a histrionic society in Canada wanted to blossom forth in a theatre, a public hall, or a back drawing-room before resigned and patient friends, “Go to French’s,” was the first advice. In Melbourne, where Clarence Holt and Rignold, and Brough and Boucicault long held up the banner of the drama, French had pitched his tent: at the Cape of Good

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2 Flimsy play pamphlets were posted by mail to English colonies and supported both professional and amateur garrison theatres. The plays carried English values. Garrison theatres were cultural outposts of empire. For the connection between literature and empire, see Culture and Imperialism by Said (1993), as well as Empire Writes Back by Ashcroft (1989), which includes the US as an English colony. For the US, also see When They Weren’t Doing Shakespeare (Fisher 1989).

3 See Hansen (2016: pp. 21–22) for The Colleen Bawn in India using texts published by Samuel French and Lacy.
Hope you were certain to find him. He was a “household word” in Adelaide: a fixture in New Zealand: an “old inhabitant” in Sydney.

*(Daily Telegraph & Courier 1898)*

Plays circulated as desirable cultural products outside the UK, in the US and English-speaking colonies. Despite the impossibility of witnessing performances of London productions, readers in the US received news of these plays. Plays published by Samuel French were used by professional companies who brought English plays to an audience far beyond the time and space of the original London production. Under imperialism, the influence of this cultural sphere widened. English plays were on demand wherever English nationals were found, e.g., the distribution of printed copies of *The Long Strike* extended throughout the US, to cities named Victoria in Australia, Canada, New Zealand, and South Africa, and to a regiment in Simla, India. Thus, it became an important cultural resource for American audiences to read about issues of philanthropy and labour over an extended period of time (Matsuura 2016). In this way, the play became much more popular in the US than in the UK. According to the *New York Times*, the publication of the text by Samuel French and its wide distribution contributed to the play’s reputation in the US.

Second, the influence of printed plays did not come to an end after the career of the original production. Samuel French, which began to publish plays in text in ca. 1846 (Stoddard 1980, p. 131), survives to the present day, preserving publishing rights to certain plays despite their marginal status as commodities. The continued maintenance of copyright by the publisher indicates the stability of plays as a corpus of textual data, which has become indispensable for understanding how theatre in the Victorian era relied on auxiliary texts, despite such texts often being replicas of inauthentic origin. As Miller argued, although the question of textual authenticity manifested as a subplot of performing rights, demonstrating the secondary value of a printed text to an in-theatre performance, the activity of the publishing firm has been important in locating the play–text dialectic in the publishing history of the Victorian era. A closer look at the firm shows that textual versions of plays acquired their own place in the market, giving rise to a cultural sphere that textually embedded English theatre across the globe.

After Anderson, I hypothesise that this sphere was imagined, no more real than the concept of a nation, but represents a cultural construct based on the act of print capitalism, however marginal and surreptitious. Although most plays in this period were printed in cheap editions by Victorian theatre publishers, and published plays may have represented little of the drama written in this era, estimated at a mere 5% to 50% of the
total output by authors (Stephens 2006), and while published plays may be worthless as commodities in comparison to royalties from performance, they indisputably remain the main source for studies of Victorian theatre. The printed and published versions of these plays are all that remains available to us today as a textual resource for higher education institutions. An anthology of 19th century performance consists entirely of plays published by Lacy and Samuel French (Davis 2012). Original manuscripts by authors submitted to the Lord Chamberlain for licensing, independently of the published version, contain textual deviations from plays published by Lacy, Samuel French, or Dicks (Radcliffe and Mattacks 2009, p. 1). Some historians classify the publishing activities of Lacy and Samuel French in the absence of copyright treaties as illicit and piratic (Mattacks 2012).

However, the consequences of publishing plays of questionable authenticity remain largely unknown. Davis points out that such texts are but singular versions of the play among many, without providing sufficient information about alternative versions (Davis 2012, p. 26). Leading historians use published editions of plays by Victorian publishers alone as the authors’ original (Gaskell and Recchio 2008, pp. 420–458). Although contemporaries were aware of their deviations from book versions, as I later show in this paper, published editions bore the name of the author and were understood to be authorial productions.

These two claims lead to a third, which constitutes the main hypothesis of this article, that the circulation of printed plays led to the rise of a transnational cultural sphere, where the notion of English theatre emerged as a shared value of the era. This claim may be substantiated with reference to contemporary publications on English theatre, including memoirs and other textual evidence, but I highlight illicit publications as concretised evidence of the “value” referred to above.

In the remainder of this paper, I focus on the activities of Samuel French from the 1860s to the 1880s and examine how his company mediated a set of opposing domains, i.e. acting and text, authentic and inauthentic, and eventually, past and present, by making use of differences in legal authorship between the US and the UK. In so doing, I draw on several publications that have documented company practises, while recognising their limitations due to the analytic frameworks adopted, e.g., Miller’s concern with the commodity status of plays, Mattack’s attention to readers, and several other overtures to the published texts, in the context of legal history, especially copyright law. In setting the formation of a cultural sphere as my target, I consider these issues as elements of a sub-structure that contributed to creating the contemporary notion of English theatre as an imagined cultural sphere. By briefly mapping these
related issues, I allow them to be examined from a new perspective that will hopefully offer a means of reinterpreting the history of mid-Victorian theatre.

I begin my discussion with a brief history of Samuel French’s company, followed by an analysis of how it monopolised play publication based on its strategic position across the Atlantic. To elucidate how a small company in a capitalist niche print firm managed to dominate the circulation of printed plays on a global scale, I refer to the illicit practice of textualising theatre performances with shorthand, and its consequences for print publication. As suggested in a recent publication (Mattacks 2012), these activities make it difficult to evaluate the role of the company in the history of mid-Victorian theatre, but allowed the company to sustain its practices and keep readers beyond England connected with the centre stage in London. Although many of these readers never experienced actual performances, their presence, no less real than the imagined plays, offers insight into the multiple locations of theatre in this period.

Although Samuel French originated in the US, it dominated the supply of English plays as the representative of the Dramatic Authors’ Society in the UK (Miller 2018, p. 199), acting as the herald of English drama from the 18th century onward. Following its merger with Thomas Hailes Lacy in 1873, Samuel French became the official publisher for the Dramatic Authors’ Society in the UK, as well as the successor of the major 18th century London dramatic publishers such as Dolby, Duncombe, Cumberland, and Davidson (Miller 2018, p. 197), which had previously merged with Lacy’s. Thus, 19th century drama publishing crystalised in the form of Samuel French, a transatlantic company that originated in the US, but came to dominate transatlantic theatre publishing in the Victorian era.

In this paper, Dion Boucicault’s *The Long Strike* is used as an example of mid-Victorian play publication. Dion Boucicault was a successful playwright across the Atlantic in the 1860s: a typical dramatist of the age. Irish in origin, Boucicault immigrated to the US and was involved in copyright court cases across the Atlantic. He was versatile in French and adapted freely from both French plays and English novels. *The Long Strike* is an adaptation of Elizabeth Gaskell’s industrial novel, *Mary Barton*. The play is unique in that it is one of the few Boucicault plays published after 1860, while the play was still popular. In 1856, Boucicault authorised publication of *The Long Strike* by Samuel French in the US under the US copyright, but then halted its publication for fear that it would encourage unauthorised performance. The play is also a typical publication of the mid-Victorian period, in the sense that it was one of many texts published surreptitiously across the Atlantic due to imperfect copyright protection. Alongside *The Long Strike*, Boucicault’s hugely popular *The Colleen Bawn* and *The
Octooon were both published without the author’s consent by theatrical publisher Thomas Hailes Lacy after an 1863 court case (Boucicault vs. Delafield) that nullified the author’s copyright in the UK and US. Samuel French later tried to publish Boucicault’s Arrah na Pogue clandestinely in 1865. Although English playwrights refrained from publishing their texts, their plays mysteriously continued to appear in the US publishing market.

Samuel French

Samuel French (1821–1898) began his career selling paperbacks in New York in the late 1830s, when Manhattan was becoming the hub of American publishing. In the 1840s, French worked for Gleason’s Publishing Hall, where he reprinted British novels. In 1846, French established the Samuel French publishing company at 151 Nassau Street, New York, where William Taylor & Company, a publishing house that specialised in printing and reprinting contemporary American and British dramas, operated a retail business. Samuel French specialised in producing acting editions of dramatic plays.

Samuel French came to recognise the potential of the transatlantic trade in 1859, when he met Thomas Hailes Lacy, owner of the largest play publishing house in the UK. French became Lacy’s American representative, producing the only authorised reprints of Lacy’s publications in the US, as well as other collections under Lacy’s copyright. Although most plays remained unprinted in the 1860s (Barrett 1999), the demand for new dramas was growing among the Anglophone readership (Wilmeth and Bigsby 2006). Samuel French’s timely debut in this unexplored market is clear in its burgeoning commerce across the Atlantic. As early as 1856, French advertised having over 100,000 plays on hand (Stoddard 1980, p. 133). French’s first major success in New York was the publication of Boucicault’s The Poor of New York and “Dion Boucicault’s Dramatic Works”. These publications were authentic, as they had been copyrightied by the author under the 1856 amendment of the Copyright Act in the US.

The firm absorbed Lacy’s in 1873, and Samuel French himself had moved to London in 1872, leaving the New York branch to his son (Sketch 1895). Samuel French introduced the London branch as “French’s—late Lacy’s”, and the company operated on both sides of the Atlantic. The company succeeded Lacy’s legacy in the UK, as an

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4. Samuel French’s own publication list had been relatively small, with a total of 425 titles under “French’s Standard Drama” and 403 under “French’s Minor Drama” until the late 1890s, when he began to monopolise the publication of reprints of English plays. See Stoddard (1980) and catalogue in the Amherst College Samuel French collection.
author’s representative, and an agent of the Dramatic Author’s Society and the colonial book distribution network. French also collected dramatic authors’ performance fees. The firm’s prints could be purchased directly or ordered by mail from its London and New York branches, as well as bookstores in England and the colonies.

French tactfully capitalised on the resources that Lacy had built to expand the play text market across the globe.\(^5\) Two factors, the lack of international copyright treaties and the presence of branches on both sides of the Atlantic, contributed to Samuel French’s success in selling reprints of British dramatic texts.

The first factor was related to information exchange across the Atlantic. Theatre news crossed the Atlantic within a week (Wiener and Hampton 2007); the London correspondent of The New York Times produced a weekly review of London theatre. As Lacy’s representative, Samuel French sold Lacy’s plays in the US. After merging with Lacy’s in 1873, the two Samuel French branches shared dramatic texts, copyright information, and stock. Plays first published in the US before 1872 were imported to the UK, and were thus out of the reach of the law.

The second factor was the absence of a workable copyright treaty, which implied, at least in theory, that Lacy and French could reprint in the US any play published outside America, free of charge. Mattacks (2012) categorises this fluid legal context as a breeding ground for illicit publications and “pirating” practices by transatlantic theatrical publishers; however, the terms “piracy” and “legitimate” cannot be neatly defined, as such publishers flourished “precisely where the law stopped short of protecting author’s rights” (McGill 2007, p. 159). Inversely, when plays first published in the US were brought across the Atlantic, they were outside UK copyright law. Samuel French brought its own US reprints of dramatic works to London; these included French’s Standard Drama, French’s Minor Drama, and reprints of Lacy’s acting editions including works by contemporary English authors. These US editions were sold in the UK under the names of the original authors and publishers. Close examination of the material aspects of the company’s print, page design, typeface, paper, and ink reveal that the prints produced during this period mimicked those of their transatlantic counterpart, Lacy. Lacy’s collection in the Samuel French Archive of the Victoria and Albert Theatre Museum is very probably made up of US reprints by Samuel French.

His overseas operations gave Samuel French an advantage over other publishers. French soon succeeded in monopolising the niche market, but the firm faced criticism

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\(^5\) The concentration of the company on a niche market for a seemingly miniscule monetary return long diverted scholars’ attention to the metropolitan centre. Consequently, serious research on the firm had barely begun by 2007, although this delay is partly related to the manner in which French operated.
for its apparent disrespect for authorship. On 1 August, 1874, the novelist and dramatist Charles Reade filed a plea to the Chancery Court against Samuel French:

He (Samuel French) reprints in America the works of English authors and having imported such reprints clandestinely into Great Britain. He sells them for his own benefit to the great loss and injury of English dramatic authors.

(Reade vs. French 1874)

Due to the absence of an international treaty on authorship before 1891, dramatic copyright operated largely within the jurisdiction of each country (Seville 2006). In the UK, domestic copyrights functioned territorially, whereas in the US, copyright was given only to nationals. The first American copyright law, promulgated in 1790, granted protection only to citizens of the US, enabling extensive reprinting of the works of British authors in the United States until 1891. The law excluded protection for foreigners and foreign publications. In the UK, the 1833 Literary Property Act identified the two separate rights, stage rights and copyright, as distinct and independent. With stage rights protected, judicial enforcement of authors’ rights to dramatic productions became procedurally feasible.

| UK | US |
|----|----|
| 1833 Dramatic Copyright Property Act | 1856 Copyright Act Amendment |
| Provides performance rights for dramatic compositions | Provides performance rights for dramatic compositions |
| 1842 Literary Property Copyright Act | |

Table. Dramatic Copyright Law in the UK and the US before 1891

Dion Boucicault, who worked transnationally, is a typical example of an early playwright active in England. To protect his authorship, he engaged in several court cases, often running cases simultaneously on both sides of the Atlantic. In Boucicault vs. Delafiel (1863), he clarified the two heretofore unclear sub-clauses in UK copyright law. The first addressed the territorial nature of UK law (that is, it granted copyright within the UK irrespective of an author’s nationality). UK law did not offer any

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6 See Seville (2006), McGill (2003, 2007).
7 See McGill (McGill, 2007, pp. 160–161).
protection to UK citizens for a work premiered abroad. When Boucicault sued Delafield for piracy of his play, Delafield contested the charge by recourse to the fact that Boucicault had staged the play in the US before the UK premier. This resulted in Boucicault’s unexpected loss in the case. The second point concerned the status of an enacted play as a publication. Unsatisfied with the aforementioned verdict, Boucicault sued Delafield again, arguing that the performance in the US did not count as a publication. But the meaning of publication was judged to be independent of whether a play was in print, costing Boucicault a loss in this case. The verdict clarified that, in the UK, reproduction of plays in print would not decrease the value of performances. For Boucicault and many others, what mattered was the income from actual theatre productions, which explains the secondary importance of published plays.

Prior to the International Copyright Act of 1891, English literary works in the UK were closely tied to the extensive American reprint market (McGill 2003). However, dramatic works were commercialised in a way that differed from the novel. By closely following drama and musical court cases from 1770 to 1911, Derek Miller reconstructed the process by which performing rights came into being; his focus was on the “ontology of performance”, that is, the machinery of the theatre industry that created the performance as a commodity (Miller 2018). In 1885, dramatic authors collected performance rights fees in both the UK and the US (Saturday Review 1885) on the condition that their plays not be published. Since most English dramatists did not publish their plays, argued Miller, published plays were a marginal commodity for professional theatre: “From the early 1840s to 1891, plays in finely bound, carefully printed reading volumes all but disappeared from the market, replaced by cheaply furnished, poorly printed, inexpensive acting editions” (Miller 2018, p. 197).

Then, why bother to stop print reproduction or refrain from printing plays? If legal judgement about the piracy of performance paralleled that regarding the protection of authorship in published works, one would expect that Boucicault could have easily stopped publishers from printing his plays without authorisation. Yet, the fact of the matter is that Boucicault’s major plays were included in the list of works published by Samuel French. During the same period, playwrights other than Boucicault were aware of the risk of unauthorised copies being printed for dramatic productions. The lack of copyright treaties complicated the protection of authorship and, despite precautions by English playwrights who staged plays in the US, the situation that had prevailed before

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8 Printed plays amounted to a mere 5% to 50% of the total of output by authors (Stephens 2006).
9 These cases often ran in parallel across the Atlantic. The known UK cases are Boucicault vs. Egan (1860), Boucicault vs. Delafield (1863), Boucicault vs. Berger (1865), Boucicault vs. Warde (1867), and Boucicault vs. Chatterton (1876). The known US cases are Boucicault vs. Fox (1862), Boucicault vs. Henderson (1863), Boucicault vs. Florence (1867), Boucicault vs. Wood (1867), and Boucicault vs. Hart (1875).
the enactment of copyright laws apparently persisted. Samuel French capitalised on the hiatus created by copyright legislation in both nations.

After 1872, Samuel French utilised flaws in international law to his own advantage. French adopted a dramatic turn, from being an American reprinter to becoming an English copyright protector. In London, Samuel French acted as a fierce guardian of performing rights of English and European works on which copyright had not been recognised in the US before 1891.

In 1875, Samuel French of New York sued Connelly for piracy of a dramatic adaptation of Jules Verne’s *Around the World in Eighty Days*, for which he held the US license for performance (McGill 2007, p. 171). Once the performing rights were recognised in the 1870s, the company collected performing fees while keeping the manuscript unpublished. The company’s practise of relying on the absence of international copyright law is apparent in the case of French vs. Maguire in 1878, in which the Samuel French firm sued a San Francisco theatre manager for piracy of an English adapter’s work; the English theatre manager who sold him the play had not paid the original French author. The firm won the case based on American copyright law; however, French was criticised because his company had benefited from the income from the performing rights and also from the defective copyright law between France and England. The company used copyright for its own reasons and asserted its rights to collect fees from both professionals and amateurs in the UK and US (*Academy and Literature* 1893, *Era* 1893).

**The History of the Text**

The preceding discussion makes it clear that research on authorship requires close attention to the practise and not the linear history of law per se because dissonance between the laws of respective nations has complex implications. Due to the fluid contexts in which plays were staged, judgments were often subject to interpretation in ways that were not anticipated by those involved in the court cases. Further research is needed to ascertain the legal status of Samuel French; however, questions remain regarding the consequences of the firm’s practices.

One puzzling question for scholars of Victorian theatre history stems from the multiple versions of printed texts of a given play (Radcliff and Mattacks 2009). Aside from the author’s manuscript copy, which was submitted to the Lord Chamberlain for licensing, there were author books used for stage productions as well as acting editions produced by theatrical publishers. One such example is Bouicault’s play *The Long
Strike. *The Long Strike* was first performed at the Lyceum Theatre in London on 15 September, 1866, and then at the New York Olympic Theatre on 30 October, 1866. Boucicault and his wife played in the London production. The play achieved great popularity by showing a real telegraph station at work on stage just as the transatlantic telegraph cable was completed. The play ran for three months in London and two months in New York, where it was even more popular (Matsuura 2016).¹⁰

Upon discovering the historical background of *The Long Strike*, Richard Altick referred to two texts: one is the Samuel French version, which Altick considered the original, and the other was a 1869 performance at London’s Adelphi Theatre (Altick 1959). However, the text known as the “Samuel French version” is likely not the original.

Three complete copies of *The Long Strike* are related to the original version (London Lyceum production of 1866). The first is an inspection copy that Boucicault submitted for licensing. The author submitted the title of the play to the Stationers’ Register in London for UK copyright on 23 August, 1866. Then he sent a small printed text of the play to the censor on 7 September, which was licensed on 8 September, 1866. The second is the “Florida copy”, a larger version of the aforementioned inspection copy. The major revision of the Florida copy is a handwritten page-long dialogue that alters the storyline. This copy is dated 11 September, 1866. The third is the “Dublin copy”, which is dated 7 October, 1866 (now in Dublin, Ireland). This prompt copy incorporates the changes made in the second copy and is based on actual productions at the Lyceum Theatre. While the play was being performed on 7 October, 1866, the theatre’s acting manager, H.B. Bennett, who also acted in a minor role in the play, recorded stage directions and property, lighting, and ground plans; he also noted scene durations and waiting times.

The UK copyright of *The Long Strike* was purchased by Samuel French; this change in ownership is evident on the cover of Boucicault’s prompt copy. Indeed, by the end of the author’s career, the company held most of his copyrights of value. Samuel French also worked as Boucicault’s agent. An 1884 advertisement in *The Era* warned the managers that, “No one has the right to Perform the above [all of Boucicault’s works] without written authority. Irresponsible parties will be enjoined and Managers held responsible.” (*Era* 1884)

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¹⁰ For the American reception of the play, see Matsuura (2016).
Pictured above: Inspection copy (Lord Chamberlain’s Plays, British Library).

Pictured above: Cover of Dion Boucicault’s prompt copy of The Long Strike (National Library of Ireland).

Samuel French Version of The Long Strike

The Samuel French version of The Long Strike was printed in several editions with different addresses. Although the dates of these printings were not recorded, Samuel French first published the play in New York in 1870–1871. Publication dates can also be inferred from two facts: the play’s serial number and the company address on the print. First, the serial number (no. 360) suggests that it was published in or after 1870, whereas no. 359, Frou Frou by Augustin Daly, was first performed in 1870. Second, the address of
the company further narrows the period of publication to 1870–1871 because the company’s frequent moves correspond to changes in the place of issue specified in particular prints. In addition, the play’s earliest print issuer is Samuel French, indicating that it was published before the company became Samuel French & Son in 1871.

The earliest edition bears the firm’s address in the US around 1871, when the author held both US and UK copyrights. *The New York Times* reported that the play was published and widely available to all in 1871 (*New York Times* 1871). If the acting edition had been published in the UK, the publication would have constituted a breach of the law. Boucicault filed a successful lawsuit in a piracy case regarding *The Long Strike* in 1867 following the 1842 UK Copyright Act (Boucicault vs. Egan). However, no cases concerning Samuel French’s version appear in any court records.

Samuel French (1821–1898) began his career selling paperbacks in New York in the late 1830s, when Manhattan was becoming the hub of American publishing. In the 1840s, French worked for Gleason’s Publishing Hall, where he reprinted British novels. Established in 1846 in New York, the company specialised in producing acting editions of dramatic plays. In 1846, French established Samuel French at 151 Nassau Street, where William Taylor Company, a publishing house that specialised in printing and reprinting contemporary American and British dramas, operated a retail business. Recognising the profit of the trans-Atlantic trade, Samuel French focused on acting editions. In 1859, French met Thomas Hailes Lacy, who owned Lacy’s, the largest play-publishing house in Great Britain, and French became Lacy’s American representative. Lacy’s company operated profitably from 1830 to 1872, when Lacy retired, selling his business at 89 the Strand to Samuel French. The new company was introduced as “French’s—late Lacy’s” and operated on both sides of the Atlantic, as Lacy was succeeded at the New York branch by his son. Two factors, the lack of international copyright treaties and the presence of branches on both sides of the Atlantic, contributed to Samuel French’s success in selling reprints of British dramatic texts. The first success related to this trans-Atlantic connection and exchanges of information across the Atlantic. Theatre news crossed the Atlantic in a week; the London correspondent of *The New York Times* produced a weekly review of London theatre. Samuel French, as Lacy’s representative, sold Lacy’s plays in the US. After merging with Lacy’s in 1872, Samuel French’s two branches shared dramatic texts, copyright information, and stock. The second factor was the absence of a workable copyright treaty. This implied, at least in theory, that the partnership formed by Lacy and French could reprint in the United States, free of charge, any play published outside America. Hence, to return to my initial question: What was the relationship between the
original works written by Boucicault and the version printed by Samuel French? In the early 1870s, for example, the initial publication was ‘legal’, insofar as US copyright legislation did not extend copyright to UK plays. However, the company was at risk if prosecuted by the rights holder, in this case the author or Stoddart, who had bought the US rights from the author in 1874–1875 (Stoddart 1902, p. 164). There is no record of the company having registered the play, which would prove its ownership of the American rights; nor it is likely that the company possessed the author’s manuscript in 1870/1871, while the rights were in the author’s hands. It was possibly due to the criticism provoked by this situation that the company acknowledged Stoddart’s copyright in prints issued between 1878 and 1887. The disappearance of this attribution roughly coincides with the company’s apparent acquisition of the manuscript under UK copyright in 1889, when the author sold it at auction in London (Fawkes 1979, p. 231). Thus, in the case of The Long Strike, due to the absence of international copyright, the play was available to all because it had been published in 1871 in the US (New York Times 1871).

Pictured above: Earliest print published by Samuel French at 122 Nassau Street. The company’s address on the title page can facilitate the dating of a particular print (New York Public Library).

The Samuel French script may have been transcribed from one of the books authored by the playwright himself, although this is unlikely due to differences in descriptive content. This is especially true with regard to stage directions. Whereas the directions in the prompt books are usually sketchy and stipulate a bare minimum, the setting descriptions in the Samuel French version are detailed, just as the set might have been seen by an audience watching the play. The fact that crowd scenes, in which dialogue and movement can present difficulties with regard to simple linear descriptions, are
simplified in the Samuel French version also suggests the derivative nature of that text. A close study of other textual features supports the idea that the Samuel French version was transcribed from an actual performance. In justifying this claim, the following points are important: aberrations in the proper nouns and place names in the Samuel French version compared with those in the prompt book; differences in stage directions; and omission of certain passages in the Samuel French version and addition of details not found in the prompt book.

**Aberrations in Proper Nouns and Place Names**

Among the various textual differences between the Samuel French version and the prompt book editions, I focus on aberrations in proper nouns, which are rendered in different spellings, but with similar sounds. For example, in the Samuel French version, the name of the mill owner is spelled as “Readley” as opposed to “Radley” in the prompt book; the hero as “Jem Starkee” as opposed to “Jem Starkie”; another mill owner as “Aspinwall” instead of “Aspinall”; and a working man as “Sharrock” as opposed to “Shorocks”. These names sometimes appeared on playbills, but were often misspelled when transcribed from the performance. Similar aberrations include place names, such as Prescote/Prescot and Wiggan/Wigan. In both cases, the names are correct in the prompt book. Even if these are simple spelling mistakes, on some occasions they can bring about substantive changes in meaning. For example, Jem is “bodily scared” in the Samuel French version (Baucicault [sic] n.d., p. 6), but he is “badly scared” (Boucicault 1866c, p. 6) in the prompt book. In a similar vein, the ship “leaves” (Baucicault [sic], n.d., p. 34) the bottom in the Samuel French version but it “laves” (Boucicault 1866c, p. 35) it in the prompt book. The workmen say their last words to an “empty bully” (Baucicault [sic] n.d., p. 5) in the Samuel French version, whereas they do so with an “empty belly” (Boucicault 1866c, p. 3) in the prompt book. The worker’s request is “widely prevented” (Baucicault [sic] n.d., p. 3) instead of “rudely presented” (Boucicault 1866c, p. 2). Jane finds it a “great relief” (Baucicault [sic] n.d., p. 20) instead of a “glad relief” (Boucicault 1866c, p. 20) to find that her seducer is not in love with her.

**Stage Directions**

The differences between the Samuel French version and the prompt book are largely in matters of degree. Yet, they nonetheless generated some crucial differences in
reactions among critics. For example, whereas the critic Smith’s comments propagated a negative picture of Boucicault by reference to what she saw as his stereotypic dialogue, Charles Dickens praised it as “terse and homely” with an “honest, straight-to-the purpose ruggedness in it, like the real life and the real people” (Dickens, Hogarth and Dickens 1983, p. 606). In a crowd scene, the difference between a performance and its description can be fairly large. For example, where the Samuel French version merely referred to the “crowd shouting” (Baucicault [sic] n.d., p. 12), the prompt book offered the more precise, “Coom, out, wherever you are” (Boucicault 1866c, p. 11) to the hunted mill owner. The Samuel French version reads:

*Maggie:* … I don’t mind throwin’ a brick through a pane o’ glass or distroyin’ a man’s jacket in a nob stick [sic], but when it comes to shootin’ or stabbin’, I don’t hand wi’ thee. For my part, I be going back to work, whether I get paid or not.

*Omnes:* So be I—so be I!

*Enter* Tom O’Bills and Male Operatives

*Jack* (o’Bills): Where be thee going, lads?

*Tom:* We be going back to work. The strike be at an end, and we be main glad of it. Come, lads, let’s to work.

(Baucicault [sic] n.d., p. 24)

Below is the equivalent section in the prompt book:

*Maggie:* ... I don’t mind puttin’ half a brick through a pane o’ glass, nor warmin’ a man’s jacket wi’ a knobstick, but when it comes to shootin’ a chap i’ the back, I don’t hold wi’ ye. So, no more strike for me.

*ALL:* So will I *(Exeunt Maggie and girls)*

*Enter* Tom o’Bills with men.

*Jack:* Goin’ back to the mill, *Tom?*

*ALL:* Ay, lad, ay *(Exeunt)*

(Boucicault 1866c, p. 25)

Although the difference between these two examples may not affect interpretations of the play in substantive terms, they are useful in supporting the differential “textual” statuses of the Samuel French version and the prompt book.

The Samuel French version records acting that is not described in the prompt book.
For example, stage directions say that the sailor Johnny should “Pause; snap fingers” and then give his line as, “That for my articles” (Baucicault [sic] n.d., p. 35), whereas in the prompt book, he simply says “That for my articles” (Baucicault 1866c, p. 37). This unexplained “that” cannot arise from a printing mistake; it must have presupposed what the actor (in this case Boucicault himself) did on stage, which was then included in the stage direction in the Samuel French version. Furthermore, in the scene where Johnny jumps out of a porthole of the ship to rescue Jem, the prompt book says “He climbs into the porthole and disappears. Scene descends and discovers” (Baucicault 1866c, p. 37), whereas in the Samuel French version, it reads, “Music. P., hurried; business ad lib; goes to window, throws out coat and hat, takes stage to foot light, runs up, stage to foot lights, springs through window, disappears. Change scene” (Baucicault [sic] n.d., p. 35). The “change of scene” in the Samuel French version can be contrasted with “descends and discovers” and, in some cases, directions for scene changes between the two versions are contrasted with descriptive terms such as “Curtain” or “scene changes” (Baucicault [sic] n.d., p. 18), “(policeman) whistle scene” (Baucicault [sic] n.d., p. 9), or “music continued till change” (Baucicault [sic] n.d., p. 17) in the Samuel French version as opposed to the minimal “End of Act I” in the prompt book. Furthermore, in the Samuel French version, music and onstage action are described, for example, Johnny’s movement around stage equipment such as footlights and jumping out of the window with his back facing the audience in a “spring throw.” As these examples show, some material exists in the Samuel French version that is missing from the prompt book.

The Samuel French versions were sometimes written from a perspective not normally applied in stage direction, including details about the acting, colours, costumes, or settings. For example, items are stipulated in the Samuel French version, including a rug and mantelpiece in the Five Star Inn in Act I (Baucicault [sic] n.d., p. 3), real fir trees in the setting of Fuller’s Lane in Act II (Baucicault [sic] n.d., p. 19), and the Judge’s red gown in Act IV (Baucicault [sic], n.d., p. 35), none of which are included in the prompt book.

Omissions and Additions

The Samuel French version frequently includes words and expressions with opaque or ambiguous meanings, which can be clarified by referring to the prompt book. For example, the lawyer Moneypenny complains of his late working hours: “Why don’t they pass a ten-hour bill, for lawyer’s clients have no conscience. How many of mine, I wonder, would take six-and-eight to be rung up from a comfortable nap” (Baucicault
[sic] n.d., p. 27). In the prompt book, the lawyer puts it more explicitly, “Why don’t they pass a ten-hour bill for lawyers? Clients have no conscience. How many of mine would take six and eightpence to be rung up from a comfortable nap” (Boucicault 1866c, p. 28).

Omissions from or additions to the text can subtly alter the theme of the play. In the prompt book, the true murderer is exposed by the lawyer:

_Moneypenny_: My lord (rising) I beg pardon—I know that I am irregular; but I cannot listen to your charge and hold my tongue, knowing as I do the prisoner is as innocent as I am.

_Judge_: Why did you not tender yourself as a witness?

_Moneypenny_: Because I can’t prove what I know.

_Judge_: Then sit down, sir.

_Moneypenny_: I can’t! I find it morally impossible to sit down.

_Judge_: Then I shall commit you.

_Moneypenny_: Commit me then, but I must speak first. The person who committed the crime is the crazy old man who sits here beside me. He is the father of that girl; she knows his guilt, but how can she charge her own parent. Her lover, the prisoner, knows it, but will not avail himself of such means to escape his fate. Now, gentlemen, you may convict the prisoner if you like—but if you do you will commit the very crime you sit here to judge—murder.

(Boucicault 1866c, p. 40)

In the Samuel French version, this entire passage about the revelation of the true murderer is deleted. Importantly, the omission of this critical information has often led to readers’ negative evaluation that the play is not well written. Although the writer of the Samuel French version provoked criticism from Altick and Smith through this omission (Altick 1959, p. 135; Smith 1980, p. 239), Dickens praised the play, especially its plot and Boucicault’s subtle use of details, as follows:

It is unnecessary to say that the play is done with a master’s hand. Its closeness and movement are quite surprising. Its construction is admirable. I have the strongest belief in its making a great success. (Dickens, Hogarth and Dickens 1880, p. 606)

A comparison of the two versions illustrates the risks inherent in taking seemingly prosaic, if not simplistic, text analysis applied to 19th century dramas at face value.
Newspapers such as The Era provided extensive reviews of plays. There, the impact of Samuel French was linked to growing numbers of middle-class amateur productions. On the other hand, for the short period from 1863 to 1891, the company’s texts served the US professional theatre in need of popular plays. Sources show that in America, Samuel French was faced with a desperate need for plays popular in England. A question remains as to how French managed to access the source of publication. Boucicault normally took extra care to manage his prompt books so that his plays would not be misused by others. If Samuel French was able to reproduce a play, it would have been by transcribing it from a live stage performance. This would have required training in the skill of copying, and invokes the concept of “memorising theory”, which persisted in US law from 1860 until 1882. In 1866, however, Thomas Lacy wrote a letter to an American manager saying that he might send unprinted plays by shorthand to the US. After this initial contact in 1865, Samuel French was sued by Edward House for acquiring Boucicault’s play by dishonest means for use by a professional theatre company. The company was banned from ever reproducing the play, and two criminal cases were filed in Chicago against shorthand transcripts of plays sent from England.

Further research is necessary to establish how plays were transcribed into texts. I emphasise this point not necessarily because of a concern with the correct history of authorship per se. In light of the historic context of the transatlantic traffic in plays, we may consider the published text of The Long Strike and publications by Samuel French as odd accidental by-products. Yet the printed play, when circulated in the form of easily available booklets, suggests the formation of a textual order embedded in the trans-Atlantic field of cultural practise. Circulating in this terrain, the text generates another authorship reality, unanticipated by any legal body, while leaving a trace of its problematic making on the page. As Muttack’s recent study demonstrated, Samuel French’s influence in the UK remained limited because authors could control illegal productions with relative ease and newspapers such as The Era provided extensive reviews of plays. There, the impact of Samuel French was limited to growing numbers of middle-class amateur productions. However, some sources indicate that from 1846 to 1891, the company’s texts fulfilled the US professional theatre’s need for popular plays (House vs. French 1865, Stoddard 1980, p. 133). In America, Samuel French was faced with a great demand for plays that were popular in England (Wilmeth and Bigsby 2006).

Transatlantic phonographic piracy (1860–1882)

In the Victorian era, shorthand was a skill mastered by literary figures as well as
professionals with official status. Isaac Pitman, inventor of the Pitman shorthand system, was knighted in 1894 (Baker 1930). Literary figures Charles Dickens and George Bernard Shaw knew shorthand (Bowles 2019; MacCarthy 1969). In the US, the application of shorthand in court reporting was perpetuated by Pitman’s brother Benjamin, during the American Civil War (Pitman 1872).

Although playwrights did not publish plays before 1891, theatre managers in the US staged English plays that were not in print based on memories of actual performances. From 1860 (Keene vs. Kimball) until the Tompkins vs. Halleck Supreme Court ruling of 1882, memorising theory persisted. Unless a recording medium such as shorthand was used in the theatre, secondary use of the performance was deemed to be the fair right of the audience (Era 1883). This ruling increased the number of questionable reproductions fought in court. Since it was almost impossible to prove any difference between a performance derived from memory and one based on a learnt phonographic technique, an offender could simply use shorthand to evade copyright (Barrett 1983; Era 1883). These conditions persisted into the 1870s; in 1878, the relationship between the theatre and shorthand writers was clarified when the US national press reported an organised crime case involving a stenographer specialising in theatre reproductions. Shorthand writers were familiar figures to theatre-goers as “stenographers sold verbatim copies of plays at the front of the house after performances and soon thereafter a published script appeared selling for 10 dollars” in 1872 (Beasley 2002, p. 139). In 1873, theatre managers often found and promptly ejected any audience member who appeared to be taking notes during a performance. An 1878 incident revealed that a drama agency in Chicago had been offering copies of any play for as low as 10 dollars; they had been in business for two years at the time of discovery, and had received as many as twelve orders per day to send manuscripts to any location in the US. The agency duplicated a play from parts of scripts, or by shorthand. More than thirty plays were seized, including three successful plays by Boucicault (Era 1878), and arrests were made.

In the UK, official reports of theatre piracy by shorthand date as far back as 1770 (Macklin vs. Richardson). These include an 1830 bill (Great Britain 1830, pp. 313–318) and an 1832 Select Committee report on dramatic literature (Great Britain 1832, p. 77, p. 143, p. 151, p. 175). In 1878, the Royal Commission on Copyright stated, “It is not an

11 For “memorising theory”, see also Miller (2018, pp. 156–171).
12 By the time of this 1860 ruling (Keene vs. Kimball), popular unpublished English plays were copied on the US stage. See Keene vs. Kimball (1860), Keene vs. Wheatley, Keene vs. Clark, and Crowe vs. Aikin. See Barrett for cases involving T.W. Robertson’s plays (Barrett 1983, 1999). See Rogers (1883). On the causative relationship between memorising theory and shorthand, see Era (1883).
uncommon thing when a new play by an author of eminence is produced in London, for shorthand-writers to attend and take down the words of the play for transmission to the United States” (Great Britain 1878, p. xxxvii).13

Lacy resorted to shorthand specialists to obtain scripts of unpublished plays from public performances in London to send to US theatre managers. In a letter dated 13 October, 1866, Lacy wrote to an American theatre manager in an attempt to promote the sale of unpublished manuscripts, offering Boucicault’s *The Long Strike* at the Lyceum, or *Flying Scud* at the New Holborn, or any play taken by shorthand:

Would be well for you to know in extension of our present agreement that you can have MSS. copies of any piece whatever (not burlesques, or ordinary farces, or trifles) produced in London, taken down in shorthand, carefully composed, with drawings of scenery, effects, properties, costumes (described only unless something novel or peculiar) for 10 pounds. Is the above clear? It only applies to the exceptional successes, not likely to be published or to be obtainable at all under ordinary circumstances. They would be sent to you, too, within a fortnight of first production.

(Lacy 1866)

Lacy evidently followed the practices of his predecessor, Duncombe, who was sued for stenographic piracy (*Sun* 1819, *Examiner* 1819). A contemporary actor claimed that most of Duncombe’s editions sold at the door of the theatre were corrupt (Mathews and Yates 1860, p. 216).

In 1865, Samuel French was sued by Edward House of the New York *Tribune Office*, who was co-proprietor of Boucicault’s play *Arrah Na Pogue*, for acquiring the unpublished play by dishonest means with the intention of selling it to theatre managers. The company was banned from ever reproducing the play (House vs. French 1865). Evidence shows that theatrical publishers such as Lacy proposed to send a play copied by shorthand to the US (Lacy 1866). Lacy’s company operated profitably from 1830 to 1872, until Lacy retired and sold his business to Samuel French. It is likely that French appropriated Lacy’s method of acquiring illicit publications by shorthand to construct the text of *The Long Strike*.

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13 See Barrett for cases involving T.W. Robertson’s plays (Barrett 1983, 1999).
Epilogue

The consequences of the production of printed plays of questionable authenticity remain largely unknown. Frederick Chippendale, a 19th century actor with the Park Theatre in New York, offers a crucial perspective on this matter. Chippendale was born in Ayr, Scotland, in 1820, the son of actor William Chippendale (Dramatic Mirror 1903); he was educated to become a lawyer, but emigrated to the US at his father’s request and later became involved in acting. In 1870, he played the part of a lawyer in The Long Strike at Mrs. Conway’s Park Theatre and evidently owned a US-issued copy of the play published by Samuel French. Chippendale made more than 400 corrections in his copy of The Long Strike. He left no explanation for his extensive revisions, but the sheer number of handwritten corrections on the page suggests that this published version was insufficient for stage performance. These corrections made throughout the text were evidently made in reference to the author’s prompt book.

![Image: Samuel French edition of The Long Strike corrected by contemporary actor Frederick Chippendale (Harvard Theatre Collection).](image)

Although contemporaries were aware of its deviation from prompt book versions, this Samuel French edition of The Long Strike bore the name of Boucicault as the author and was understood to be his authorial production. The “fake” object was subsequently transformed into the legitimate product by Samuel French through the purchase of the rights to the play.

The task of this article is to illuminate how published mid-Victorian plays contributed to the making of an imagery cultural sphere, the English theatre. Through the case of The Long Strike, I have clarified the manner in which a considerable number of pamphlet-like plays were circulated by a publishing company specialising in theatre. The firm first published play texts in New York without the authors’ permission. These
US-issued play texts were distributed worldwide through various postal services. Affordably, and with relative ease, printed plays offered a channel for readers on the peripheries to the activity of acting at the metropolis.

*The Long Strike* gained popularity in the US, where it was first published. But an analysis of the variant marks and numerous diversions from the author’s prompt book contained in the published version suggests that the text may have been created using phonographic techniques. This hypothesis is supported by markings on the texts as well as the US legal environment, which allowed such practises. This finding will be useful in casting light on the nature of “performative text”, a term used to explain the intervention of performance on a text (Mattacks 2012).

Although *The Long Strike* may be an odd by-product of its era, this case is suggestive of the manner in which the firm published a series of plays popular in the mid-Victorian period. My aim in tracing this process is to argue that the proliferation of plays—sometimes published promptly in an illicit fashion, as was the text examined in this study—contributed to the creation of a theatrical culture well beyond England during and after this period.

![Cover of Samuel French's play, bearing the addresses of bookstores, some located in the colonies, where the play might be purchased](samuel-french-archive-victoria-and-albert-museum)
Notes
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