

"UNFAIR COMPETITION"

Jeffrey Bernerd Attacks Renters' Exploitation Runs

On few subjects are exhibitors, particularly in the country, so actively interested and so vigorously unanimous as on direct exploitation of big pictures by renters in legitimate houses. As the head of a firm which has turned out some genuinely important pictures, notably in recent days, Jeffrey Bernerd, the managing director of Stoll, has pronounced views on this topic.

"The exploitation of big productions at legitimate theatres as a means of securing publicity is a very expensive and not very satisfactory process," he said. "Better results, and at less cost, can be obtained by spending money in the lay Press. I think it would lead to the doom of the picture theatre if big productions are allowed to go on in legitimate houses for extended runs. And it lowers the prestige of the pictures themselves.

"As long as the exhibitor supports us in our policy, my own firm will never allow this. That will be the only possible reason for any deviation from this rule—the failure of the exhibitor to co-operate."

Mr. Bernerd's own observation had shown him that there were not three films the

special runs of which had ever proved financial successes. The majority of those which had been exploited in this way in West End and provincial legitimate theatres have cost their owners from two or five thousand pounds.

He fully agreed, of course, with the principle of a film having an extended run at a picture theatre. That arrangement, however, was in an entirely different category.

"The novelty value," he added, "of special presentation and a West End run has worn itself out. The public was enthusiastic at the outset. But now the thing has been overdone.

"I consider that a renter, who lives on the rentals paid him by his customers, is doing them a big wrong in himself exploiting a picture. This does not mean that I disagree with the idea of putting pictures out on a percentage basis in the regular kinemas.

"The question of percentage is one into which I personally do not wish to enter for the moment, but I do say this, that I cannot agree with the principle unless it is universally adopted as a method of trading.

"The renter must treat the exhibitor as a shopkeeper who buys his goods. For years past it has been proved that the exhibitor

pays as much as he can reasonably afford for his stock-in-trade—his pictures. If, of course, he is foolish enough to pay more for his stock than it will realise, that must be his funeral. If he does not wish to take a gamble—to pay a higher fee for a bigger picture, then, the whole system should be altered, and all the theatres should work on the percentage system."

Mr. Bernerd is dead against the simultaneous signing of contracts by renters' travellers.

"The firm is responsible, and the head office should have the right of seeing what its responsibility is before it is incurred. If a customer signs his contract in the head office of a company he is, of course, entitled to receive his forms immediately. If a reputable firm were to commence to act in an unfair manner to its customers, who are its very existence, it is asking for a short life in the industry. Any renter must always bear in mind that a customer lost is a very serious handicap to his business. If films were marketed at a fixed price, then the completion of the contract would be an easier matter, but as they are not the traveller's signature might well be a very serious menace to his company."

NATIONAL FILM WEEK

Preparations for adequate presentation of the British films to be released under the "Prince of Wales' Week" scheme are well in hand, and the organisers of the League have now prepared a list of pictures to be Trade shown. While it is not yet absolutely complete, there is sufficient proof in the list of fixtures we append that the organisation has developed a very complete set of plans. The producing firms have had the following dates allotted:—

Butcher's, Monday, Nov. 5; Granger's, Tuesday, Nov. 6; Atlas Biocraft, Wednesday, Nov. 7; Welsh-Pearson, Thursday, Nov. 8; Stoll, Friday, Nov. 9; Ideal, Monday, Nov. 12; Balcon, Freedman and Saville, Tuesday, Nov. 13; Prince of Wales' Luncheon (no Trade show), Wednesday, Nov. 14; Napoleon, Thursday, Nov. 15; Gaumont, Friday, Nov. 16; Quality, Monday, Nov. 19; Artistic, Tuesday, Nov. 20.

A provisional list of the British productions to be Trade shown next month at the New Scala Theatre (except where otherwise indicated), and now being specially prepared by members of the British National Film League for release in time for the Great British Film Weeks. The shows have been timed to start at 3 p.m.:—

Monday, Nov. 5, "A Great Turf Mystery" (Butcher).
 Tuesday, Nov. 6, "M'Lord of the White Road" (Granger).
 Wednesday, Nov. 7, "Lovers in Araby" and "Moors and Minarets" (Atlas Biocraft).
 Thursday, Nov. 8, "Squibs' Honeymoon" (Gaumont, for Welsh Pearson).
 Friday, Nov. 9, "Becket" (Stoll).
 "Armageddon" (New Era)*
 Monday, Nov. 12, "Old Bill Through the Ages" (Ideal), "Woman to Woman" (Balcon Freedman and Saville)†.
 Tuesday, Nov. 13 (production not yet settled).

* Pre-release Tivoli, Monday, Nov. 12.
 † Pre-release Marble Arch Pavilion, Monday, Nov. 12.

Thursday, Nov. 15, "The Down and Outs" and "This England" (Napoleon).

Friday, Nov. 16, "Bonnie Prince Charlie" (Gaumont).

Monday, Nov. 19, "Reverse of the Medal," "The Man that Liked Lemons," "Darkness," and "Three to One Against" (Gaumont, for Quality Films).

Tuesday, Nov. 20, "Lawyer Quince," "The Boatwain's Mate," and "Dixon's Return" (Artistic).

Dates and times for the following are not yet settled:—

"Claude Duval" (Gaumont).

"Finished" and "Constant Hot Water" (Gaumont, for Quality).

"Mary Queen of Scots" and "I Will Repay" (Ideal).

A "George Robey" comedy and "The Royal Oak" (Stoll).

Amongst other films which will not be ready in time for November Trade showing is Hepworth's "Comin' Through the Rye," which, it is hoped, will be released in time for the British Film Weeks.

During the "Prince of Wales' Week" two British films will be having pre-release runs at leading London theatres, i.e., "Woman to Woman" and "Armageddon."

Below we reproduce a copy of the slip which the C.E.A. and the B.N.F.L. have arranged to be attached to British Film Week contracts. The financial arrangements for the joint advertising campaign are of fundamental importance towards its ultimate success.

Under the auspices of the Cinematograph Exhibitors' Association and the British National Film League.

The Exhibitor hereby agrees to remit to the Renter immediately on confirmation hereof the sum of £..... being an additional 5 per cent. on the hiring fee referred to in the agreement attached hereto relating to the exhibition of..... during the Great British Film Week in his district.

The Renter undertakes on his part to subscribe a similar amount of 5 per cent. of the hiring fee, and immediately on receipt of payment of the Exhibitor's 5 per cent. to hand the total amount contributed by the Exhibitor, together with his own payment, to the Great British Film Week publicity and advertising fund, the distribution of which is supervised by the joint committee of the Cinematograph Exhibitors' Association and the British National Film League, on the understanding, however, that the amount contributed by the Exhibitor is handed over to the local Cinematograph Exhibitors' Association branches, who shall be solely responsible for expending it on newspaper advertising in connection with the Great British Film Weeks within the area in which his theatre and the local Branch concerned is situated.

This clause shall form part of and be considered as incorporated in the main contract attached hereto.

• Renter's Signature

Exhibitor's Signature

DATE.....

• Strike out the word not applicable.

