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Transcript:

10*th*die May 1701

To the Right Honourable Sir Nathan Wright Knight Lord Keeper

of the Great Seale of England

Humbly complaineing sheweth unto yo*u*r Lordship your Oratrix Dame Penelope Morley Widow Executrix of the last Will & Testament of Sir Thomas Morley Knight her late husband deceased That the said Sir Thomas Morley and Charles Killigrew Esquire

William Clayton Thomas Sheppy Joseph Nickens Henry Titchburne Charles Hart Nicholas Burt William Cartwright Richard Burt John Tombs of London Gentleman Margaret Lacy Widow & Nicholas Strawbridge were in or about the yeare of our Lord one thousand

six hundred eighty three possessed of & interrested in a certaine Messuage or Tenement commonly called or knowne by the name of the Theatre Royall scituate standing & being in the parishes of Saint Martins in the ffeildes and Saint Pauls Covent Garden

aforesaid or one of them for a long terme of yeares which are yet to come & unexpired by vertue of a Lease granted by His Right Noble William then Earle and late Duke of Bedford since deceased unto William Hewyett of Lincolnes Inn in the County of

Middlesex Gentleman & Robert Clayton of London Gentleman in trust for them and for others under whom the rest of them claimed bearing date on or about the twentieth day of December one thousand six hundred sixty one at and under the

yearly rent of ffiffty pounds or some such sum*m*e payable halfe yearly And ye said Sir Thomas Morley Charles Killigrew William Claytom Thomas Sheppey Joseph Nickens Henry Tichburne Charles Hart Nicholas Burt William Cartwright Richard

Burt John Tombes Margarett Lacy & Nicholas Strawbridge being soe possest & interested did by Indenture beareing date & duely executed on or about the seaventh day of June in ye ffive & thiryeth years of the reigne of his late Majestie King Charles [...]

second and in the yeare of our Lord one thousand six hundred eighty three made or ment*i*oned to be made Betweene the said Charles Killgrew & Sir Thomas Morley by the name of Thomas Morley of the par*r*ish of Saint Martins in the ffields [..]

the County of Middlesex Esquire Thomas Sheppy Joseph Nickens Henry Titchburne Charles Hart Nicholas Burt William Cartwright William Clayton Richard Burt John Tombes Margarett Lacy and Nicholas Strawbridge of the one part & Charles

Davenant of London Doctor of Lawes Thomas Betterton of London Gentleman and William Smith of London Gentleman of the other part for and in considerac*i*on of the Rents & Convenants therein reserved on the part & behalfe of the said Charles

Davenant Thomas Betterton & William Smith to be paid and performed & for diverse other good & valuable causes & considerac*i*ons them thereuno moveing Did demise set & to forme lett unto the said Charles Davenant All those their se[...]all shares

parts interests & proporc*i*ons of & in all that the said Messuage or Tenement com*m*only called or known by the name of the Theatre Royall scituate standing & being in the said parishes of St Martins in the ffeilds and Saint Pauls Covent Garden ^afo[...]d [.....] of [.]em

and containeing by Estimac*i*on in Length from East to West one hundred & ffourty foot of Assize or thereabouts & in Breadth from North to South at the East end thereof ffiffty nine foot of Assize or thereabouts ^& at the West end thereof fifty Eight foot of assize or thereabouts together with free liberty of Ingrossed

Egresse and Regresse through the way or Passage leading from the West end of teh said house into Bridges street in the par*r*ish of Saint Pauls Covent Garden aforesaid and in and through the way or Passages leading from the East end of the said house

into Drury al*ia*s ffortune Lane in the parish of Saint Martins in the ffeilds aforesaid or by whatever name or descripc*i*on the said Messuage or Tenement thereby intended to be demised is called or known and all Roomes Galleryes wayes

Passages Lights Easements Watercourses proffitts priviledges advantages and Appurtena*u*nces therewith used or thereunto Belonging or appertaineing Except the Scene Roome and Cellar under the said Scene Roome and Except the

benefit & proffitt of for and by selling of ffruite & sweetmeats in and about the said demised p*re*misses to have and to hold the said Messuage or Tenement with the Appurten*aun*ces (Except before excepted) unto the said Charles Davenant his

Executor Adm*inistrator* & Assignes from the ninth day of November the last past before the date of the said Indenture for & dureing & unto the full end and forme of nineteene yeares from Hence next ensueing and fully to be compleat & ended yielding

and paying therefore for and from every day or time that any ^Play Comedy Tragedy Opera or other Interlude performance or publick representac*i*on of the stage shall be publiquely acted or p*er*formed either in the said house or Theatre

thereby demised or in the house or Theatre called the Duke of Yorkes Theatre scituate and being in Dorsett Garden or Salisbury Court near ffleet Street London or in any other Theatre or Theatres place or places within the Citties of London

and Westinster or either of them or within the Suburbs thereof or within any par*r*ish pr*e*cinct or place within the Compass or extent of the Bills of Mortality by the Company usually acting in or belonging to the said Theatre called the Dukes

Theatre or the p*er*sons who shall suceed them to act herein or any other persons whatsoever in Company under any Patent or Pattents granted or Assigned to Thomas Killigrew Esquire or Sir William Davenant or their or either of their

Assignee or Assignes the severall & respective daily sum*m*es or rents in the ^said Lease menc*i*oned clear without any deduct*i*on or abatement whatsoever & amongst others to the said Sir Thomas Morley under whom yo*u*r Oratrix

claims the sum*m*e of seaven shillings & six pence per diem by which said Lease the said Charles Davenant did Covenant to pay the severall & respective daily rents therein named to the said Sir Thomas Morley his Executor*s*

Administrators and Assignes as well as to the other Lessors as in & by the said Lease had your Oratrix the same to produce may appeare And your Oratrix further sheweth that the said Charles Davenant by vertue of the

said Lease did enter upon the said demised pr*e*mises and he and others claimeing under him and for whose use and benefitt he hath assigned the said Lease have ever since the makeing thereof and still doe quietly hold and

enjoy the said demised pr*e*mises and did for sev*er*all yeares and untill the death of the said Sir Thomas Morley (which hapned in or about the month of July in the yeare of our Lord One thousand six hundred ninety [.......] pay

unto the said Sir Thomas Morley the said rent of seaven shillings and six pence per diem for every day any play Comedy Tragedy or Opera was acted at either of the said houses and the same rent ought to have been

continued to be paid to your oratrix ever since (Sir Thomas Skipwith Barronett & Christopher Rich Esquire to whom the Intrest of the said Charles Davenant is since come haveing notice and being well satisfyed of

your Oratrix's right to the same as Executrix of the said Sir Thomas Morley) which said Sir Thomas Morley being in perfect mind and memory did make his last Will and Testament in writing Beareing date on or about

the sixteenth day of October which was in the yeare of our Lord One thousand six hundred & ninety x x and made your Oratrix ^said Executrix thereof who hath proved the said Will and taken upon her the Execuc*i*on thereof as by the probate

of the said Will under the seale of the prerogative Court of Canterbury x x x x remaining in the custody of your ^said Oratrix ready to be produced may appeare But now soe as it is may it please your Lordship that the said

Charles Davenant by Combinac*i*on and Confederacy with the said Sir Thomas Skipwith Christopher Rich Thomas Betterton and severall other persons unknowne to your Oratrix (to whom the interest of the other

Lessors named in the said Lease is since the makeing thereof come whom when discovered your Oratrix prayes may be made parties to this Bill with apt matter to charge them And the said Charles Davenant hath assigned

over the said Lease and all his Estate terme of yeares to come interest & benefit therein and the same and the same is by sev*er*all Assignments come unto the said Sir Thomas Skipwith and Christopher Rich or the same

persons or persons whom your Oratrix cannot as yet discover in trust for the said Sir Thomas Skipwith and Christopher Rich who haveing likewise obtained some share or interest in the said Pettents for acting of

playes they are gott into possession of the said Theatre and pr*e*mises by vertue of the said demised Lease to the said Charles Davenant as aforesaid and have for severall years and still doe enjoy the same and Playes Comedyes

Tragedyes Operas & other Interludes and entertainments of the stage have from time to time been performed and acted in the said Theatres ever since the beginning of August One thousand six hundred ninety three

And the said Sir Thomas Skipwith and Christopher Rich or some person or persons under them or by their Appoyntment have kept accounts of the severall dayes on which any Playes Comedies Tragedies Operas [..]

other performances of the stage have been acted att either of the said Theatres and received the proffitts of such actings and performances ever since the begining of August One thousand six hundred ninety ^three

aforesaid all which they conceale from your Oratrix and they have paid the sev*er*all rents or sum*m*es of money or some of them by the said Lease reserved and payable to all the rest of the Lessors named in the said

Lease or to others x x x to whom their tythes and interests is and ^are come except to your Oratrix but they refuse to pay your Oratrix any thing or to discover to her to whom the said Lease is assigned and in

whom the interest of the same now is or to give your Oratrix any Account how many daies playes or other representac*i*ons have been acted and performed at either of the said Theatres since the begining of August

One Thousand six hundred ninety three all which actings and doeings of the said Confederates are contrary to Equity and good Conscience in Lender considerac*i*on whereof and for as much as your Oratrix is

[.....]diless & in the pr*e*misses by the strict Rules of the Com*m*on Lawes of this Realme your Oratrix witnesses who could and should prove the truth of all and singular the pr*e*misses being dead or in places remote and

unknown to your Oratrix and for that she cannot otherwise than by the oathes of the x x Confederates discover how many daies any Play Opera or other representac*i*on of the stage have been acted or p*er*formed

at the said Theatres since the Begining of August One thousand six hundred ninety three[[1]](#footnote-1) unto this time and in whom the said Doctor x Davenants intrest in the said Lease soe granted to him as aforesaid now is and for whose use and benefitt

in whom the Interest of the same now is or the truth of other the pr*e*misses but by his Oathes of the said Confederates To the end therefore that the said Charles Davenant Sir Thomas Skipwith and Christopher

Rich may set forth and discover whether the said Charles Davenant hath made any Assignment of the said Lease and to whom and when & whether the same be not assigned to some p*er*son or p*er*sons and to

whom by name and where such person lives In Trust for the said Sir Thomas Skipwith and Christopher Rich or for one of them and by their or any and which of their nominac*i*on and direct*i*on and for

their or one and which of their use and benefit and which or the said Sir Thomas Skipwith and Christopher Rich or one and which of them is not or are ^now in possession of the said Assigned Lease or who

else for their or either of their use and whether they or one and which of them or whom else by name are in possession of the said demised pr*e*misses and receive the proffitts of acting and other advantages

that are made and accrew by meanes of holding the said demised pr*e*misses and to whom such receipts and proffitts are accounted and paid and for how long time have they the said Conferderates or which of them or

who else by name for their and whoes benefit have beene in possession of the said demised pr*e*misses both before and since the begining of August One thousand six hundred ninety three by vertue of and under

the said Lease or how otherwise they pr*e*tend to hold the same and by whose direction have the Actors and otehr Servants belonging to the said Theatres been paid their Sallarys and Wages ever since the begining

of August One thousand six hundred ninety three unto this time and in whom the said Doctor x Davenants intrest is the said Lease soe granted to him as aforesaid now is and for whose use and benefitt

is the same assigned and how many daies any Play or other representac*i*on of the stage have been acted or p*er*formed at either of the said Theatres since the begining of August One thousand six hundred ninety

three to this time And that the said Confederates Sir Thomas Skipwith and Christopher Rich may particularly sett forth whether they have paid your Oratrix any rent for the said demised pr*e*misses since the death of

her said husband Sir Thomas Morley and how much and for how many dayes acting and how much rent is still due and in arrears of the said seaven shillings and six pence per diem soe due to your Oratrix as

aforesaid and how many dayes hath there beene any acting or other p*er*formance of the stage at either of the said Theatres ^since the begining of August one thousand six hundred ninety three which have not been accounted for and discharged by your said Oratrix and may set

forth whether they have paid the other Lessors named in the said Lease or those to whom their intrests therein are since come the sev*er*all rents reserved and payable to them by the said Lease or any and which of

them and to what time they are discharged and how much thereof is still in arreare to them and which of them and who the persons are that are interested therein and may sett forth why they refuse to pay your Oratrix

the arreares of the said rent of seaven shillings and six pence per diem due to her since her said husbands death And that all the Confederates may free answers make to all and singular the pr*e*misses and that all

arreares of rent that is become due and oweing to your Oratrix may be forthwith paid to your Oratrix and the said Sir Thomas Skipwith and Christopher Rich be obliged to give your Oratrix good security

for the answering and payeing the said rent of seaven shillings and six pence per diem for the future and that your Oratrix may have such discovery and releife therein as shall be agreeable to Equity

and good Conscience May it please your Lordship to grant unto your Oratrix the processe of Subpena of this honourable Court to be directed unto the said Charles Davenant Sir Thomas Skipwith

Christopher Rich and Thomas Bettereton thereby commanding them and every of them at a certaine day and under a certaine paine therein to be limited personally to be and appeare before your

Lordship in this Honourable Court then and there to answere the pr*e*misses and further to stand to and abide such order and decree touching the same as unto your Lordship shall seeme [....]

And your Oratrix shall ever pray &c. W. Snelling

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Christoperus Rich The 26 die July 1701

Thomas Skipwith gent The 26 die July 1701[[2]](#footnote-2)

The Joynt and severall Answere of Sir Thomas Skipwith Barronett and Christopher Rich Esq*ui*r*e* two of the Defendants to the Bill of Complaynt of Dame Penelope Morley Widdow Complaynant.

These Defendants saveing to themselves and to Either of them now and att all times hereafter all and all manner of advantage and benefitt of Except*i*on that may be had or taken to the manifold Errors untruths Incertainetyes insufficiencyes and imperfections conteyned in the xxxx[[3]](#footnote-3)

Complaynants said Bill of Complaynt, for answere thereunto or unto soe much thereof as is materiall for those defendants either of them (as they are advised) to make answere unto, Those defendants Answere and say that they beleive it may be true that sir xxxx

Thomas Morley Knight in the Bill named deceased late husband of her the Complayn*an*t together with Charles Killigrew Esq*ui*r*e* and severall other persons for that purpose in teh Bill alsoe named were about the yeare of Our Lord one Thousand six hundred and Eighty Three x

possessed of and Interested in a certaine Messuage or Tenement com*m*only called or knowne by the name of the Theatre Royall scituate and being in the Parishes of saint Martins in the ffeilds and saint Pauls Covent Garden or one of them for a Terne of years

not yett expired by vertue of a Lease granted by the Right Noble William then Earle and late Duke of Bedford since dec*end*ed unto William Hewett and Robert Clayton gentlemen in trust for them and for others under whome the rest of them Claymed beareing date on or

about the Twentieth Day of December Anno Dei One Thousand six hundred and sixty one at and under the yearely Rent of ffifty pounds payable halfe yearely And these Defend*an*ts beleive it may be true that the said Charles Killigrew S*i*r Thomas Morley and the x

rest of the said persons for that purpose in the Bill named (being soe possessed and interested) by the Indenture beareing date and Duely executed on or about teh seventh Day of June in the xx Thirty ffifth yeare of the Reiyne of his late Ma*jes*tje King Charles the x

second Annoqr D*omi*ni One Thousand six hundred and Eighty three and made or menc*i*oned to be made beteween them the said Charles Killigrew s*i*r Thomas Morley (the the name of Thomas Morley Esq*ui*r*e*) and Thomas Sheppey Joseph Nickens Henry Titchbourne Charles Hart Nicholas

Burt William Cartwright William Clayton Richard Burt John Tombes Margarett Lacy and Nicholas Strawbridge of the one parte and Charles Davenant of London Doctor of Lawes Thomas Betterton of London gentleman and William Smith of London gentleman of the other

parte Did demise and to fforme Lett unto the said Doc*to*r Davenant (being one other of the Defend*an*ts in the Bill named) All those their severall shares parts interests and proport*i*ons of and in the said Theatre Royall with the appurtnences (except as therein is excepted) To hold

unto the said Doc*to*r Davenant the Execut*o*rs Administrat*o*rs and assignes from the Ninth Day of November then last past before the date of the said Indenture for and Dureing and unto the full end and Terme of Nineteen Yeares from theme next ensueing and fully to be x

compleate and ended yeilding and paying therefore for and upon every Day or time that any Play Com*m*edy Tragedy Oppera or other Interlude performance or publick representat*i*on of the stage should be publickely Acted or performed either x x x x x x

in the said House or Theatre thereby Demised or in the House or Theatre called the Duke of Yorkes Theatre scituate and being in Dorsett Garden or Salisbury Court near ffleett Street London or in any other Theatre or Theatres place or places whatsoever within the cityes

of London and Westminster or either of them or within the Suburbs thereof or within any parish precinct or place within the Compasse or extent of the Bills of Mortallitye by the company usually acting in or belonging to the said Theatre called the Dukes Theatre or the

persons who should succeed them to Act therein or any other persons whatsoever in Company under any Patent or Patents Granted or assigned unto Thomas Killigrew Esq*ui*r*e* or Sir Will*ia*m Davenant or their or either of their Assignee or assignes the severall & respective

Daily sum*m*es or rents in the said Lease ment*i*oned (that is to say) To the s*ai*d sir Thomas Morley his Execut*o*rs Administrat*o*rs and assignes the sum*m*e of seaven shillings and six pence per Diem and to the said Charles Killigrew Thomas Sheppey x x x x x x x x x

Joseph Nickens Henry Titchbourne Charles Hart Nicholas Burt Will*ia*m Cartwright William Clayton Richard Burt John Thomes Margarett Lacy and Nicholas Strawbridge and their respective Executors Administrators and assignes Two pounds twelve shillings

and six pence more on such proporc*i*ons as in the said Lease is p*ar*ticulerly ment*i*oned amounting in all to Three pounds per Diem on such acting dayes as aforesaid And these defend*an*ts believe that the said Actor Davenant Covenanted to pay the severall rents reserved and

payable by the said Lease to the said S*i*r Thomas Morley and The rest of the s*ai*d Lessors and also that the said Thomas Betterton one other of the Defend*an*ts in the Bill named and the afore named William Smith did respectively Covenant in and by the said Past Indent*u*r*e*

of Lease for the payment of the severall rents reserved and payable by the same Lease to the said ^S*i*r Thomas Morley and the rest of the said Lessors Want for more certainty in the matters afores*ai*d these Defendents referre them selves unto the same Lease or x

^any Counterpart thereof when the same shall so produced to this Hono*ra*ble Court And those Defend*an*ts believe it may be true That the s*ai*d Doctor Davenant by vertue of the said Lease did enter upon the said Demised premisses and that hee and others x

claimeing under him and for whose use and benefitt the said Lease hath been assigned have x x held and enjoyed the same premises saveing that dureing some short time as those Defendants have been informed the s*ai*d Doctor Davenant or his assignes were interrupted in the

x x poss*ess*ion of the said Theatre Royall by one Mr Henry Killgrew brother of the said Charles Killigrew or some other person or persons pretending some Interest from or Under the before named Thomas Killigrew But these Defendants have been informed and

beleive it to be true as in the Bill is sett forth That the said rent of seven shillings and six pence p*er* Diem was paid for severall yeares after the makeing of the said Lease and untill the death of the said Sir Thomas Moreley unto him or to his use And those defend*an*ts

doe alsoe beleive it may be true (altho they doe not know the same of their owne Knowledge) That the s*ai*d s*i*r Thomas Morley made his last Will and Testament in Writeing on or about the time in the Bill for that purpose sett forth and thereof made Her the Complaynant

his Sole Executrix and that shee after his ^death (which as in the Bill is sett forth happened on or about the Month of July One Thousand six hundred and ninety three) proved the s*ai*d will and tooke upon her the Execut*i*on thereof and these Defendants say That they have

been informed by Mr Zachary Baggs the present Treasurer of the said Theatre Royall and they believe it to be true and hope to prove That on or about the Third Day of June one Thousand six hundred and Ninety Three Mr George Lumpen received of Mr Ralph Davenant the then Treasurer of

the said Theatres the sum*m*e of fforty pounds two shillings and six pence for seaventeen weekes and five Dayes rent (accounting six publick acting dayes to a Weeke) One due and Emding That Day and received by him the said Mr Lumpen by the Order and for the use of the said S*i*r Thomas

Morley and that about ffour Monthes affterwards (To witt) on or about the Second Day of October Anno D*omi*ni One thousand six hundred and ninety three the said Mr Lumpen Received of the said Mr Ralph Davenant Nine pounds Eighteen shillings and nine pence for ffower Weekes

and ffive dayes rent Due that second Day of October one Thousand six hundred and ninety three for the use of the Lady Morley the now Complayn*an*t and that some few dayes of that tythe (being when the young people acted) was at a third or halfe ^parte of the said Rent by agreement And

those Defend*an*ts have been alsoe informed by the said Mr Baggs and they beleive it to be true and Hope to prove That all the said Rent of seaven shillings and six pence per Diem which became due ever since the said second Day of October one thousand six hundred and Ninety three

untill and Ending the thirtyeth Day of June last past in this present yeare One thousand seaven hundred and hath been paid unto the Complayn*an*t or unto the s*ai*d Mr Lumpen her agent for her Use Except for such Dayes as herein after in this their Answere and for the reasons

^therein contayned are sett forth to be unpaid And those Defend*an*ts say (each Answereing for himselfe That they are Joyntly and severally interested not onely in some shares of the cleare profitte Arising by acting of playes Under the Authority of ^the said Letters Pattents after all constant

and incident charges of acting first paid and Deducted But are alsoe interested amonst sev*er*all others as Building proprietors of the s*ai*d Theatre in Dorsett Garden com*m*only called the Dukes Theatre, for which a rent of seaven pounds per Diem was formerly paid on acting

Dayes out of the receipt of the s*ai*d Theatres (both the said ^R... of three pounds p*er* Diem and seaven pounds p*er* Diem Being Remoued parte of the constant charge on acting Dayes to be paid before any cleare profitts divided) ^so the Defend*an*ts beleive And the Defend*an*t Rich saith that he now is & for x

severall yeares last past hath been interested in parte of teh said rent of three pounds p*er* Diem reserved for the s*ai*d Theatre Royall as aforesaid And both these Defend*an*ts say and hope to prove (each answereing for himselfe) That it hath been a custome for the Young Actors

to have two Dayes in every Lent on Wednesdayes or ffrydayes to act for their owne Benefitt gratis without paying any rent for the said Theatres or either of them as such two Dayes in Lent and the same priviledge or custome hath been constantly enjoyd & by such

Attend ^in every Lent when there hath been acting ever since the Building of teh said Theatres without any dispute or demand by the proprietors of the s*ai*d respective rents or any oftener to or touching the same as these Defts beleive And these Defend*an*ts say That it hath been

alsoe Usuall for the Building proprietors of the said respective Theatres to give their Consent --- to the young actors and actresses for some dayes in these monthes of the long vacation ^to act for their owne Benefitt to gett themselves a subsistance without paying any rent

for the said Theatres or either of them in such long Vacac*i*on And these Defendants say and hope to prove that she the Compaynant with other proprietors by severall Instruments in Writeing these their respective hands did agree or declare these serv*an*ts ...... & ^willing

That the Men and Women Actors under the Authoritye of the said pattents might between the sixth Day of July .............[[4]](#footnote-4) & the tenth of October Anno D*omi*ni 1695 And between the Twelfth of July & the twelfe day ^October Anno D*o*m*ini* 1696 Act for themselves in either of the sad Theatres without

such proprietors requireing any Rent for soe doeing As by the ^said severall Instruments in writeing one of them bearing Date on or about the twenty seaventh Day of June one Thousand six hundred and ninety five and the other of them bearing date on or about the two and

twentieth Day of June one Thousand six hundred and ninety six, and to whi*c*h these Defendants refered themselves ready to be produced to this Hon*or*able Court may appeare And these Defendants say That severall other of the proprietors of the said Rent of Three

pounds per Diem did give the like libertye to the young Actors between the seaventh of July and the seaventh of October in the yeare One thousand six hundred and ninety seaven and in the Long vacation in the yeare One Thousand six hundred and ninety eight and in the long ^Vacation

in the yeare One thousand six hundred and Ninety nine and these Defendants hoped that the said Complaynant would not have required her said rent of seaven shillings and six pence per diem for those dayes whereon there was acting in those three Vacations last before

mentioned she the said Compaynant often declareing That she would be as kind as any other Proprietors of the said Rent of three pounds p*er* diem or used words to such or the like effect as these Defts beleive and hope to prove, And she the Complaynant did never to the knowledge of these Defts or either of these

to the best of their remembrance (Each answering for himselfe) untill about Michaelmas last Insist upon Exacting Rent for those three Vacations last ment*i*oned All which Acting dayes in those their Vacations as these Defts have ben informed by the said Mr Baggs Amount to One hundred and Nine dayes and no

more (vizt) ffifty and Eight days between the Seaventh day of July and the Seaventh day of October in the ^said yeare One thousand six hundredd Ninety and Seaven And twenty and ffoure days between the tenth of July and the tenth of October in the ^said yeare One thousand six hundredd Ninety and Eight And twenty and seaven dayes

between the Ninth of July and the tenth day of October in the ^s*ai*d yeare One thousand six hundredd Ninety and Nine And this Deft Rich sayth That he told the said Mr Lampen That in regard she the Complayn*an*t did insist to have her Rent for such Vacation days That he this Defend*an*t did then ..il very reasonable and Just

That she the Complaynant ought to pay for such Playes & Operas as she and her ffreinds on her Account had seen at the said Theatres or Either of them ever since the month of October in the said yeare of Our Lord one thousand six hundred and Ninety six for which she or they had not paid or this Defendant used words to such

or the like effect And these Defend*an*ts have been informed by the said Mr Baggs that there is due and Owing from her the s*ai*d Compl*ainan*t for such her and her freinds on her account seeing or hearing of playes and Operas and other performances of the stage the severall sum*m*es in the schedule or Account hereunto

annext according to the Com*m*on and Usuall rates and prices paid for Playes and Operas by others, which sum*m*es amount to more moneys as these Defend*an*ts and informed by the said Mr Baggs then is now oweing to her the Complaynant for or on the amount of such vacac*i*on rent aforesaid which Schedule or

account these Defendants pray may be taken as parte of this their Answere And also Humbly pray That in case the Court think fitt to Relieve her the Complaynant in Recovering of the said Arrears of Rent of Seaven Shillings and six pence per diem claymed to be due to her for ^the said One hundred & Nine Acting dayes in the three Vacations aforesaid

That she the Complaynant shall at the same time bee obliged to pay the said sum*m*es in the said Schedule ment*i*oned for Seeing of Playes & Opera's to the said Mr Baggs or to the Tresuror of the s*ai*d Theatre Royall for the time being whereby such Treasurer may be the better enabled to pay and discharge what is due

and hereafter shall become due to the Complaynant and other ^.......... of the said Theatre Royall there being noe other way or meanes that these Defendant know off where by to raise and pay the said Rent of three pounds per Diem reserved as afores*ai*d on acting Dayes ffor the s*ai*d Theatre Royall but by takeing and x x

reserveing of sum*m*es of money for the seeing or hearing of such playes Operas and Other entertainements of the stage as are thereon acted Shewne and presented And these Defend*an*ts say (each answering for himselfe) That the cleer profitts Ariseing by Acting of Plays

and other Entertainements of the Stage under the authority of the said L*ette*res Patents (after all Constant and incident charges first paid and deducted) Did for severall yeares before ........ One thousand Six hundred Ninety and ffower Amount yearly (Reckoning each

yeare with another) to Seaven or Eight hundred pounds per Annu*m* as these Defend*an*ts have been informed and beleive, and the Shares of Such cleer profittes were Computed & estimated to be of better value, and worth more to be sold then the said Rent of Three pounds per diem was, But -

since that tyme the Receipts for & by Acting under the authoritie of the deed Patents have been soe low (take one time with another) That there ^hath not been any Divident made of such cleer profitts Nor hath such Receipts been sufficient to pay & discharge all the Constant & incident charges of Acting and the

charges in & above the carrying on & Management of the pr*e*misses and support of the said L*ette*res Patents and the authoritys thereby granted as these Defend*an*ts have been informed and beleive, By which meanes as these Defend*an*ts alsoe beleive there is now a great Arreare oweing to the said Charles

Killigrew for his rent of ffifteen shillings per Diem (part of the said rent of three pounds per Diem) and alsoe there are considerable Arreares of Rent Oweing to other proprietors of the said three pounds p*er* Diem and in perticuler to this Defend*an*t Rich and to Mr Musters and Others And neither of these Defend*an*ts Each answereing

for himselfe hath since Aprill One Thousand six hundred and Ninety ffive received any thing for or in respect of their shares of or in the s*ai*d Rant of seaven pounds per Diem usually before that time paid out of the generall Receipts by Acting for the said Theatre in Dorsett garden called Dukes Theatre Nor doe

these Defend*an*ts beleive that any other of the proprietors of the said rent of seaven pounds p*er* Diem have or hath since Aprill one Thousand six hundred and ninety ffive Received any part of such Rent of seaven pounds per Diem And these Defend*an*ts Conceive the cause thereof to be by reason of another Companys setting

up and acting of playes and other enteretainm*en*ts of the stage in Lincolnes Inne ffeilds by vertue of a new License granted for that purpose to the manifest prejudice of the persons Interested in the shares of the said cleere profitts by acting ^and of the s*ai*d Building proprietors of the said Theatre in Dorsett Garden

But these Defendants beleive that she the complaynant hath for and Dureing six yeares last past rai*s*ed more moneys for her said Rent of seaven shillings and six pence per Diem then was paid for the same in any six yeares before that time Soe that those Defendants conceive the

Complaynant hath noe reason to complaine or to exact the vacation Rents before menconed, but in conscience ought not to require teh same considering how great Loosers these Defend*an*ts and other persons interested in the said cleer profitts and in the said rent of seaven pounds p*er* Diem

have been for these six yeares last past occasioned for the reasone aforesaid as these Defend*an*ts beleive, And these Defend*an*ts doe severally deny all & all manner of Combinacion and Confederacy whatsoever with any or either of teh Defts in the Bill named or any other person or persons whatsoever for

all or any the Ends and purposes in the Compl*ainan*ts Bill menc*i*oned or any other unlawfull End or purpose whatsoever, without that that there is any other matter or thing Clause Sentence or Allegac*i*on in the Compl*ainan*ts said Bill of Compl*ain*t conteyni..

materiall or effectuall within Law for these Def*endan*ts or either of them to make answere unto and not herein & hereby sufficiently answered unto confessed or avoyded traversed or denyed is true to the Knowledge of these Def*endan*ts All which matters

and things these Def*endan*ts shall be ready to av... mayntaine & prove as this hono*ra*ble Court shall direct & humbly pray to be .... dismissed with their reasonable Costes and Charges in this ...... .... wrongfully Susteyned

J no Metcalfe

1. here as elsewhere throughout the document it is evident that the copyist has crossed out another word and written in "three." [↑](#footnote-ref-1)
2. Faintly, somewhat superimposed with these names, are two signatures that appear to read "John Hopkyns" [↑](#footnote-ref-2)
3. The scribe has included filler characters at the ends of lines to meet the margin, presumably to prevent unauthorized insertions. [↑](#footnote-ref-3)
4. lengthy effacement [↑](#footnote-ref-4)