The severall Answer of Anne Syderfin widdow \*\*of the Defendant to the Bill of Complaint of Sir Edward Smith Barronet William Sheires Thomas Savory & Robert Gower Complainants

This Defendant Saveing & reserving to herself now & att all times hereafter all & all manner of benefitt & advantage of exception to the manifold uncertaintyes insufficiencyes & imperfections in the Complainants Bill of Complaint contained Her Answer thereunto or unto [illegible] any wise concernes her to make Answer unto shee this Defendant Answereth and sayth that shee doth believe itt may bee true that his late Majestie King Charles the first did grant such Letters Patents under the Great seale of England bearing [illegible] afterwards Sir William Daveannt in the Bill named with such powers & Authorityes for Erecting & setting up of a Playhouse & constituteing & appointing a Company of Actors to Act & show playes & other peformances of the stage therein [illegible] for that purpose is mentioned & sett forth but for more certainty herein this Defendant craves leave to referr herself to such Letters Patents And this Defendant doth alsoe believe itt may be true that the said Sir William Davenant by vertue of the said Letters Patents & alsoe [illegible] our late soveraigne Lord King Charles the second Constituted & made Thomas Betterton & such other persons as are in the Complainants Bill for that purpose named & their Associates to bee a Company publickly to Act Comedyes Tragedyes and playes and [illegible] & the suburbs thereof as in the Bill is sett forth and believes Also itt may bee true that by certaine Articles of Agreement Tripartite bearing date on or about the 15th day of November in the year of our Lord 1660 & made or mentioned to be made between [illegible] of the first part the said Thomas Betterton Thomas Sheppey Robert Noke James Noke Thomas Lovell John Moreley and Thomas Lilless\*\* of the second part & Henry Harris of London Painted of the Third part It was as in the Complainants Bill for that purpose [illegible] things) Agreed that the said Thomas Betterton & the rest of the said Company should att one weekes notice to be given them by the said Sir William Davenant Joyne with the said Henry Harris & other men & women then proivded or to bee provided by the said Sir William Davenant [illegible] performe Tragedyes Comedyes playes or representations of the stage in a New Theatre then to bee provided by the said Sir William Davenant & that when the said Companyes were Joyned with other men & women to bee provided by the said Sir William Davenant [illegible] Tragedyes Comedyes playes & representations in the said Theatre to bee provided by the said Sir William Davenant that then the said Genereall receipts (the Generall ^Expenses first being deducted) should be divided into 15 equall shares or proportions whereof the said Thomas Betterton [illegible] the aforesaid other persons partyes to the said Articles & to Act as aforesaid were to have amongst them for their Acting five of the fifteen parts or shares of the said receipts (first deducting out of the said Generall receipts the Generall Expenses [illegible] & representations (Except the Charges of women that were to performe & represent womens part in the aforesaid Tragedyes Comedyes playes or representations & the habitts scenes & rest of the said Theatre soe to be provided) And the said Sir William Davenant the [illegible] were to have the remaineing Tenn shares towards the house rent building scaffolding & making of frames for scenes & providing habitts Machines & schenes for the supplement of the said Theatre & for maintaineing the said women & in Consideration of Erecting and Establishing them to be a Company & the said Sir William Davenants paines & Expences for that purpose Butt this Defendant for her more certainty craves leave to referr her selfe to such Articles when the same shall bee produced to this Honorable Court And this Defendant doth also beleive itt may be true that in some short time after the said Sir William Davenant did persuant to the power & Authority to him granted as aforesaid cause to bee Erected a certaine Theatre in the then Tennis Court comonly called Lisles Tennis Court in or near Lincolnes Inn Fields in the County of Middlesex And that the said Company did Joyne according to the said Articles & did publickly Act & shew Comedyes Tragedyes playes & representations of the stage therein as in the Complainants Bill is sett forth And this Defendant doth alsoe [illegible] **itt may be true that the said Sir William Davenant having occasion for great summes of money to reimburse the Expence & charge hee had been att & to furnish such playhouse with habitts scenes & other necesaryes & to maintaine & support the same did sell & dispose severall of the said Tenn shares reserved to him by the said Articles as aforesaid for severall great summes of money to severall persons butt to whom nor for whatt this Defentant cannot sett forth other or otherwyse than as herein after [illegible].** But this Defendant doth not know that the said Sir William Davenant sold any part or shares of the said Tenn shares to the Compalainants or any or either of them or any or either of them or to such person or persons in the Bill mentioned under whome the Complainants respectively clayme or that the Complainant or any or either of them are intitled to such parts shares or proportions of the proffitts ariseing by Acting in the said playhouse or otherwise by virtue of the said Letters Patent as they respectively clayme by their Bill or any other part or share whatsoever of such proffitts being altogether a strainger to their respective demands made in & by their said Bill Butt saith that she doth beleive & doubts not butt on occasion to prove that the said **Sir William Davenant did by his Indenture bearing date on or about the one and Twentieth day of June in the Thirteenth year of the Reign of his said late Majestie King Charles the Second and made or menconed to be made between him the said Sir William Daveant of the one part & George Porter late of London Esquire of the other part for & in consideration of the summe of Three Hundred pounds of good & lawfull money of England really & bona fide paid give grant bargaine sell Assigne & sett over unto the said George Porter his Executors Administrators & Assignes one halfe of one share of the said Generall receipts of the said Theatre in fifteen equall parts & shares to be divided (that is to say) one halfe of one share of the said Tenn shares which by vertue of the said Articles were reserved to the said Sir William Davenant as aforesaid the said George Porter his Executors Administrators & Assigns to have & receive the clear & neat proffitts ariseing ratably [illegible] and in proportion as the said Sir William Daveant his Executors Administrators & Assignes were to have & receive for the remaining shares of the said Ten shares And the said George Porter did by such Indenture for himselfe his Executors Administrators & Assigns Convenant & Agree to contribute towards the growing charges & disbursements in respect of the said one halfe of a share ratably & in proportion as the said Sir William Davenant was by the said Articles dated the fifeteen^th of November one Thousand six Hundred and Sixty to doe** And the said Sir William Davenant did thereby for himselfe his Executors Administrators & Assigns Covenant & agree with the said Georg Poter his heires Executors Administrators & Assignes that in Case the said Sir William Davenant his ^heires Executors Administrators & Assignes should remove or cause to be removed the said Company or their su\*\*\*\* to any other Theatre or Theatres therein to Act Comedyes Tragedyes playes or representations of the stage hee the said Sir William Davenant his heires Executors & Administrators should **constantly & duely or weekly on the severeall Saturdayes in every week pay or cause to be paid att such Theatre & Theatres respectively to the said George Porter one halfe of one share of the receipts of such Theatre or Theatres in fifteen equall parts or shares to be divided And that hee the said George Porter his Executors Administrators & Assignes or any of them should be at liberty att any time att their will & pleasure to peruse the books and Accompts of the receipts & disbursements relateing to such Theatre & Theatres** as in & by such Indencture relacion being thereonto had itt doth & may more fully & at large appeare & to which this Defendant for her more certainty craves leave to referr herselfe which said one halfe of a share became afterwards as this Defendant doubts not on occasion butt to prove by severall mesures[?] **Assignments legally vested in this Baggs of Grays Inn in the said [illegible] Esquire And afterwards by [illegible] bearing date the Twenty Second day of February in the year of our Lord one Thousand six Hundred Ninty & one & made or mentioned to be made between the said John Baggs of the one part & this Defendant of the other part & duely signed sealed & Executed by the said John Baggs He the said John Baggs for & in Consideration of the summe of four hundred & ninety five pounds of good & lawfull money of England to him in hands paid & satisfyed by this Defendant at & before the En\*\*\*ing & delivery of the same did grant bargaine sell Assigne & sett over unto this Defendant her heires[?] Executors Administrators & Assignes the halfe part or share of the said Generall receipts of the said Theatre which was Conveyed by the said Sir William Davenant for the said George Porter & became afterwards vested in the said John Baggs as aforesaid.** To hold to this Defendant her heires Executors Administrators & [illegible] together with all liberyes & priviledges thereunto belonging for ever as in & by such last mentioned Indenture in this Defendants Custody & ready on occasion to bee produced to this Honorable Court it may more fully & att large appeare & to which this Defendant for her more certainty craves leave to referr herself And this Defendant further saith that **by another Indenture bearing date the said Two & Twentieth Day of February one Thousand six hundred ninety one & made or mentioned to be made between Alexander Davenant one of the sonns of the said Sir William Davenant of the one part & this Defendant of the other part & duely signed sealed & Executed by the said Alexander Davenant [illegible] the said Alexander Davenant for & in Consideration of the summe of four hundred ninety five pounds to him paid by this Defendant did grant bargaine sell Assigne & sett over unto the Defendant her heires Executors Administrators & Assignes to hold from henceforth for ever more one other halfe of one share of the said Generall receipts of the said Theatre in fifteen equall parte or shares to be divided (viz[?]) one halfe of the said Tenn shares [illegible] by virtue of the said Articles were reserved to the said Sir William Davenant as aforesaid. Which said last mentioned one halfe a share is in & by such received[?] Indenture mentioned to be conveyed by the said Sir William Davenant by his Indenture bearing date the seventh day of March one Thousand six Hundred ^& sixty [illegible]. Richard Althorne of Crowhurst in the County of Sussex Esquire [illegible] Executors Administrators & Assignes & [illegible] Moyety of such halfe of a share is therein alsoe mentioned to bee afterwards Assigned by the said Richard Althorne by his Indenture bearing date the Eighteenth day of August one Thousand six hundred sixty Two unto John Roffey of Lambeth in the County of Surrey & itt is therein also mentioned that the said Phineas Cheston by his Indenture bearing date the Tenth day of January one Thousand six hundred sixty four did Assigne such part as was Assigned to him by the said Richard Althorne as aforesaid unto the said John Roffey his Executors Administrators & Assignes And that afterwards the said John Roffey did by his Indenture bearing date the six & Twentieth day of June one thousand six hundred sixty [nine?] Assigne the asid halfe a share to the said Thomas Betterton & that he the said Thomas Betterton did by his Indenture bearing date the seventeenth day of October one Thousand six hundred Eighty four Assigne such halfe a share to Thomas Howle of the Parish of St Dunstans in the west [illegible] Goldsmith (sn\*e Sir Thomas Howle Knight deceased) his Executors Administrators & Assignes And that he the said Sir Thomas Howle did by Indenture dated the seventh day of January one Thousand six hundred Eighty four assigne such halfe share together with one other share of him the said Sir Thomas Howls to one George Rivers & that the said George Rivers did by Indenture dated the ninth day of December one Thousand six hundred Eighty seven assigne such halfe a share unto the said Alexander Davenant his heirnes Executors Administrators & Assignes & by such last mentioned Indenture of the Two & Twentieth day of February one Thousand six hundred ninty one in this Defendants Custody** & ready on occasion to be produced to this Honorable Court itt doth & may more att large appeare & to which this Defendant for her more certainty craves leave to referr herselfe **And this Defendant some time after the purchase of the said last mentioned halfe a share [illegible] informed that the ^said Alexander Davenant had prior in time to the Conveyance thereof made to this Defendant as aforesaid. Conveyed he -- [illegible] sonne to some person or persons unknowne to this Defendant. butt whether such Conveyance was fairely made & upon valuable Consideration or whether fraudulently sett up uppuon this Defendants Title this Defendant doth not known & soe that this Defendant cannot say whether she is or is not well intitled to such last mentioned halfe share or to the Arreares of the proffitts of the said Playhouse stocken in respect thereof butt hopes shee shall not bee by any thing done in this suite debarred or any wise d[illegible]d of any right shee hath or may have thereto** And this Defendant further saith that shee doth beleive itt may be true that the said Sir William Davenant after hee had made severall Conveyances to severall persons of severall of the said Tenn shares reserved to himselfe as aforesaid did by the Consent of the said Propr[illegible] of such shares or the major part of them surrender the said Letters Patents granted by his said late Majesty King Charles the first into this Court to be Cant[illegible] Bill is mentioned And that his said late Majestie King Charles the second did grant unto the said Sir William Davenant his Executors Administrators & Assignes such Letters Patents bearing such date & Teste & to such Effort as in the Complainants Bill for that purpose sett forth butt for her more certainty [illegible] Defendant craves leave to referr herselfe to such last mentioned Letters Pattents And this Defendant alsoe beleives that in pursuit of such ^last mentioned Letters Pattents one Theatre comonly called the Dukes Playhouse was Erected & built in or neare Dorsett Garden London wherein Playes [illegible] been frequently Acted as in the Bill is mentioned And believes that the said Sir William Davenant departed this life soon after the date of that such last mentioned Letters Pattents & that the Interest & shares of the said Sir William Davenant in & to the said proffitts of Acting in the said Theatres after his Death. [illegible] to the grants & Assignments by him made in his life time as aforesaid **did come into Dame Mary D[illegible] s widdow & relict of Charles Davenant of Law his Eldest son & heir another of the Defendants in the Complainants** bill named for one of them And this Defendant hath heard that the said Dame Mary Davanant & Charles Davenant or one of them did come to [illegible] but [illegible] was ever reduced into writeing or noe this Defendant doth not knowe [illegible] the then Proprietors & the Company of Actors to divide the Generall receipts of the said Theatres into Tenn equall shares & proportions all house rent hirelings Charges of Women scenes habbits & other Charges being first deducted whereof the said Dame Mary Davenant & Charles Davenant or one of them [illegible] their heires & Assigns were to have five shares of the said Company of Actors the remaining five shares & that the said Dame Mary Davenant & Charles Davenant or one of them did afterwards divide [illegible] or soe many of the said five shares which they were to have by such last mentioned Agreement to [illegible] the purchasors as proportionably Answered their shares according to the \* respecting Deede of purchase & beleives all partys concerned [illegible]eres under such Agreement & received their dividends & proportions according to such [illegible] & divisions and this Defendant saith alsoe [illegible] itt may be true that his said late Majestye King Chalres the second did grant unto Thomas Killigrew Esquire in the Complainants Bill named his heires [illegible] bearing [suit?] da\* & for such purpose as in the Complainants Bill in Effort sett forth but for her more certainty therein craves leave to referr her[illegible] to such Letters Patents when the same shall be produced and believes that in pursuance of the powers given in & by such last mentioned Letters [illegible] or Playhouse was Erected in or near Covent Garden in the said County of Middlesex & which was formerly called the Kings & Queens Playhouse where play [illegible] & have been for many yeares frequently Acted as in the Complainants Bill is for that purpose mentioned and this Defendant doth also beleive it may be true that by such Indenture bearing ^such date made between such partyes & after such manner as in the Complainants Bill for that purpose is sett forth itt was conclud[illegible] Agreed that all the powers & Authorityes privileges & benefitts granted by the said Sir William Davenant & the said Thomas Killigrews respective Patents should bee united & from thenceforth the same should be as one & soe for ever to continue & remaine subject only to the Provisoes Conditions & Agreements [illegible]in conteyned And this Defendant hath heard & beleives itt to be true that there is a Covenant conteyned in such last mentioned Indenture that all the clear profitts of & by Acting in the said Theatres or either of them or else were by virtue of the said Patents after all things certaine & incident were paid & Deducted [illegible] should they after be had by the said United Patents or pursuant to the said last mentioned Indenture should be divided in Twenty equall parts or shares as in the Complainants Bill is alsoe mentioned But this Defendant for her more certainty herein craves leave to referr herselfe to such last mentioned Indenture when the [illegible] shall be produced And this Defendant beleives itt may be true that in pursuance of the said last mentioned Indenture the said Patents were \*\*\*ted & that the Company formerly Acting in the said Theatre Royall in Drury Lane were dissolved & the Company Constituted by the said Sir William Davenant began to act at the said Theatre & have continued Acting there & in the said Theatre in Dorsett Garden by virtue of the said Patents & the said Deed [illegible] downe to this [time**?] And this Defendant hath at severall times by many small summes been paid sixty six pounds nine shillings & Tenn pence & noe more as = She computes ^the sums on account of her said interest & divident but hat been informed and beleives the same was less than her dividend & proportion of [illegible] for [illegible] first mentioned halfe share but hath not received one penny as she remembers & believes since the year of our Lord God one Thousand six Hundred ninety four out of the proffitts of the said play houses or either of them ever since save only that shee hath seene some few playes in the said Theatres in Drury Lane & Dorsett Garden not exceeding at most as she believes sixty without paying downe any money for the same & beleives ^sometimes tho seldom carryed a freind or two with her to see playes for all with shee is & shall be ready to allow for upon [illegible] as is [illegible] by [illegible] such cases but how many times she hath carryed a friend or friends with her to see playes she cannot remember but referrs her selfe to the books & Accounts kept by the house for that purpose And this Defendant doth deny that the other Defendants in this Bill named or any or other of them or any other person or persons intruth for them or any or either of them or any other person or persons whatsoever have or hath purchased or bought of or from this Defendant all or any part of her share or shares – right title or Interest of in or to the proffitts of the said Playhouses or made any Agreement or Composition whatsoever with her or any other by her Order or knowledge or [illegible] or any part thereof Butt saith that all the dividend of the said proffitts that any wise belong to her ever since the said yeare of our Lord God one Thousand six Hundred ninety four is now in Arreare & that shee hath not received the same nor any part thereof** And this [illegible] directly or indirectly concerned in the management of the said Playhouses or any of them or in the receiveing of the Issues & proffitts of them or any of them butt as aforesaid Butt **hath heard there have been severall Artifices & Contrivances used by severall persons & in perticular by the said Sir Thomas Skipwith & Christopher Rich to defeat & defraud the Purchasors of their respective shares of the proffitts of the said Playhouses butt whether such as in the Complainants Bill sett forth this Defendant knows not though probably it may be soe** and this Defendant saith that shee doth not knowe what nor how much hath been received nor by whom [illegible] the proffitts of the said Playhouses [illegible] the Charges certaine or incident amount to nor how much the clear proffitts amount to nor in whose hands the ballance is nor how many dayes there hath been Acting att all or any or either of the said Playhouses since the Complainants or those under whom they respectives clayme [illegible] dividend [illegible] of the said proffitts But doubts that the clear proffitts doe not amount to such a summe as in the Complainants Bill is mentioned though she wishes itt may for her owne sake as well as all other persons concerned therein **And this Defendant doth insist upon her right to her said first mentioned halfe share of the proffitts & all arrears of her dividend of the same ever since she last received the same as aforesaid** & hopes she shall have an equall benefitt with all other persons concerned of what shall be recovered thereof ratably & in proportion according to her share & interest & that the Complainants shall not bee permitted to run [illegible] any more [illegible] if they have a right to any And this Defendant alsoe hopes that what right shee hath to the said other halfe share shall bee reserved to her And this Defedant saith that shee doth not claime any right title or interest in or to all or any of the share of the proffitts of Acting in any of the said Playhouses [illegible] part [illegible] aforesaid. And this Defendant doth deny all & all manner of unlawfull ^Combination & Confederacy wherewith she is [illegible] by the Complainants Bill of Complaint charged or yt she is or hath been any wise concerned in or privye to any of the frauds Contrivances or ill practices in & by the said Bill charged to bee done without that that any other matter or thing in the Complainants said Bill of complaint contained materiall & Effectuall in the Law for her this Defendant to make Answer unto & not herein & hereby before well & sufficiently Answered unto confessed & avoided [Treworsed?] or denyed is true to this Defendants knowledge all which matters & things this defendant [illegible] maintains & prove as this Honourable Court shall award & humbly prayes to be hence dismissed with her reasonable costs & charges in this behalfe most wrongfully sustained.

[dated Jan 1705?]