

Detobel's Collected Essays

PART I CHAPTER II — SHAKESPEARE: THE LORD CHAMBERLAIN

By Robert Detobel, copyright 2009

"...And he by death departed from that right..."

“It had been a thing, we confess, worthy to have been wished, that the Author himself had liv'd to have set forth, and overseen his own writings; but since it hath bin ordain'd otherwise, and he by death departed from that right, we pray you do not envy his Friends, the office of their care, and paine, to have collected & publish'd them; and so to have publish'd them, as where (before) you were abus'd with diverse stolen and surreptitious copies, maimed, and deformed by the frauds and stealths of injurious impostors, that expos'd them: even those, are now offer'd to your view cur'd, and perfect of their limbs”.

--Heminges and Condell, from the preface to the First Folio

As we have seen, this statement in the epistle (addressed to "the great variety of readers") contradicts the language of the dedication, as the verb "to execute," used in the sense of 'edit,' is not meaningfully associated with "death." Yet the epistle tells us Shakespeare could not *oversee* the folio edition as death robbed him of that possibility, and most readers have understood this to be a confirmation of the statement in the dedication that Shakespeare did not have *the fate to execute* his writings. As we have shown in the preceding chapter, according to the logic of the dedication's language, Shakespeare was prevented from editing his own works in his lifetime not by death, but by his status as a courtier. The two verbs, "to execute" in the dedication, and "to oversee" in the epistle (each borrowed from testamentary

language), denote *different* functions. It is only reasonable to conclude (especially in light of other distinctions of tone and content we have observed between the two parts of the preface), that by using a different verb and metaphor the author(s) of the dedication and the epistle intended to convey a *different* meaning in the two parts of the preface, respectively. In the will of Augustine Phillips, an actor and shareholder in Shakespeare's company, we find that there are appointed an executrix and overseers [emphases are ours]: "And I ordain and make the said Anne Phillips, my loving wife, sole **executrix** of this my present testament and last will, provided always that if the said Anne my wife do at any time marry after my decease, that then and from thenceforth she shall cease to be any more longer **executrix** of this my last will and testament. And that then and from thenceforth John Hemminges, Richard Burbage, William Slye and Timothy Whitehorne shall be fully and wholly my **executors** of this my last will and testament, as though the said Anne had never been named. And of the **execution** of this my present testament and last will I ordain and make the said John Hemminges, Richard Burbage, William Slye and Timothy Whitehorne **overseers** of this my present testament and last will."¹ Anne Phillips was to be 'overseen' by Hemminges, Burbage, Slye and Whitehorne; if she remarried, the overseers would become executors, and this was in fact what happened: Anne Phillips did remarry and thus ceased to be executrix. Now as we observed earlier, some authors were hindered by status from editing their own works but not from overseeing their editions, thus the messages in dedication and epistle are logically consistent: Shakespeare could not have edited his own works but he could have overseen the edition. From the former right he was barred by status, from the latter by death. Yet clearly the Stratford man's status would not have barred him from editing his own works, and all the evidence argues that he did not at any time oversee the folio edition of the Shakespeare plays.

Orthodox biographers tell us that Shakspeare returned to Stratford after writing *The Tempest* in 1611, though little evidence exists for this assumption. Why he would have left

¹ Honigmann, E.A.J. and Brock, Susan (eds.). *Playhouse Wills 1558-1642*. Manchester and New York: Manchester University Press, 1993, p. 74.

London in 1611 and not in 1609, or 1613, is hardly clear. In 1613 he is mentioned in a legal record as residing in Stratford-on-Avon, but he is already living there according to a legal record of the previous year (the suit Bellott v. Mountjoy, to which he had been summoned as a witness). The details of this litigation need not concern us here, we only note the date the citizen of Stratford made his deposition, 11 May 1612, when he is clearly identified as “William Shakespeare of Stratford upon Avon”.² Shakspere had then declared that he had known both plaintiff and defendant (the latter being the father-in-law of the former), but that he could not recall the exact year, stating that it was "ten years or so" ago. The action brought by Steven Bellot against his father-in-law was about the amount of the portion. Shakspere had acted as a go-between and somehow negotiated the portion at the request of his host Mountjoy. Stephen Bellott married Mary Mountjoy on 19 November 1604. At some time before November 1604 Shakspere must have lodged in Mountjoy’s house. It was not his residence, however. One witness deposed that he “lay in that house”, which implies that in 1603-4 Shakspere had no permanent abode in London. In every extant record between 1604 and 1612 Shakspere appears as citizen of Stratford: as in a document from early in 1611 about the Stratford tithes, a business in which Shakspere was heavily involved,³ and also in 1609, when one “Willielmus Shackspeare” sues one “Johannem Addenbrooke” for a debt of £6.⁴ He is again referred to as citizen of Stratford (“Stratford Burgus” and “Willielmus Shackspeare, burgus predicti”). He was not a London resident in 1603-4, and this fact is confirmed by another document dated 1602 in which he is identified as “William Shakespere of Stretford uppon Avon,”⁵. In February 1598 he was visited by inspectors on the suspicion of hoarding grain.⁶ Evidence of grain-hoarding would presumably be assessed over some previous period

² Chambers, E.K., *William Shakespeare – A Study of Fact and Problems*. 2 vols. Oxford: At the Clarendon Press, 1930, Vol. II.91.

³ *Ibid.*, II.118-27.

⁴ *Ibid.*, II, 114-6.

⁵ *Ibid.*, II.107.

⁶ *Ibid.*, II.101.

of time, so it appears likely that his permanent residence was in Stratford some time before February 1598.

1597-1604

Thus, between 1597 and 1611 the documentary evidence is that Shakspere was domiciled in Stratford, not in London. Strangely, the only evidence for his ever having had a residence in the capital is found in the reports of the tax collectors in the autumn of 1597 and the following years, and what we learn from them is that he no longer resided at that address.⁷ Yet even if one grants the most favourable date, 1611, the information from the epistle seems without rhyme or reason if applied to the Stratford man. In the five remaining years before his death in 1616 he would have taken no action to provide authentic versions of the "maimed" texts, the so-called bad quartos; that is, between the year of his traditionally alleged departure from London and his death, he would have left it to his colleagues Heminges and Condell (and Burbage, who died in 1619) to gather his plays together and to restore them to their original state. If we take Heminges and Condell at their word and accept that this man was the poet Shakespeare, it was not death which "departed" the author from the right to oversee his work, it was supreme indifference or sheer neglect.

Nevertheless, there is evidence that the poet Shakespeare had at one time fully exercised his "right" to oversee his works, the right that Heminges and Condell say "death" took from him. In 1598 the text of *Love's Labour's Lost*, though poorly printed, was published in a consistent version, indicating that it was the author who corrected the text but had for some reason abstained from proofreading it. The play, as its title page states, was "Newly corrected and augmented by W. Shakspeare" from a version now lost. In 1597 a bad text (Q1) was published of *Romeo and Juliet*. In 1599 a new edition of this play (Q2) was published as "Newly corrected, augmented, and amended". "The fairly full stage-directions of

⁷ *Ibid.*, II.87-90.

Q2, with notes for the use of properties, suggest an author's hand..."⁸ In fact, between 1598 and 1604 a number of good texts were published, suggesting that they were printed from the author's manuscript or at least with his cooperation: *A Midsummer-Night's Dream* (1600), *The Merchant of Venice* (1600), *Much Ado About Nothing* (1600), *2 Henry IV* (1600), and, finally, the second edition (Q2) of *Hamlet* (1604), "Newly imprinted and enlarged to almost as much againe as it was, according to the true and perfect Coppie."

Shakespearean publication: What happened in 1604?

Let us consider this period of active revision, correction and amendment of Shakespearean texts between 1598 and 1604, and for the moment simply compare the lifespans of the two major claimants for the authorship of the canon (William Shakspeare of Stratford and Edward de Vere, 17th Earl of Oxford), in relationship to the communication in the epistle of the First Folio. If the author were the Stratford player and shareholder, then he did actively correct and augment the editions until 1604 but afterwards lost any interest in them, though he lived on until 1616. The statement in the Folio becomes then a pious lie to avoid an embarrassing truth: the poet had grown so indifferent to his own works that he no longer felt inclined to correct "the frauds and stealths of injurious imposters," after 1604. Indeed, years before his plays became "orphans" they would have been left by the author in a "state of abandonment". Alternatively, if the author were Edward de Vere, he would have engaged in revision and correction of his plays published in quarto editions beginning in 1598 but would have been prevented from continuing to do so by his death in June 1604. This would certainly explain why the stream of publication of Shakespeare's plays was suddenly interrupted at that time, and clearly Heminges and Condell would have been telling the truth when they wrote:

⁸ *Ibid.*, I.341.

"It had been a thing, we confess, worthy to have been wished, that the Author himself had liv'd to have set forth, and overseen his own writings; but since it hath bin ordain'd otherwise, and he by death departed from that right..."

One man, a stationer, played a major role in the publication of Shakespeare's plays in the period 1598-1604. In July 1598 it is he who enters Shakespeare's *The Merchant of Venice* (his first-ever registration of a play) in the Stationers' Register. In the second half of 1604 he prints Shakespeare's *Hamlet* (his last printing of a play). Thus the period of James Roberts' involvement in the printing of Shakespeare's plays is more or less congruent with the period of the author's own overseeing of his works in quarto editions

James Roberts

Roberts received his freedom from the Stationers' Company in 1564. The end of the apprenticeship was fixed at the completion of the twenty-fourth year, regardless of how long before that date it had started. This was an educational measure the Common Council of London City had decreed in 1556 to prevent overhasty marriages of young people without adequate material means at the end of their apprenticeship.⁹ It is therefore probable that James Roberts was born in 1540. Since the 1570s he held, jointly with Richard Watkins, a lucrative privilege, a royal patent for the printing of *Almanacs and Prognostications*, renewed by the queen in 1589. In 1594 he acquired another lucrative privilege, the printing of the playbills formerly belonging to John Charlewood, whose widow Alice he had married. Another printer of Shakespearean works also succeeded to a printing business by marrying a widow. Richard Field, printer of *Venus and Adonis* and *The Rape of Lucrece*, married Jacqueline, widow of Thomas Vautrollier, and took over the latter's business and patents (privileges). This kind of marriage was not unfrequent and profited both husband and wife. The number of printers in

⁹ Arber, E., *Transcript of the Registers of the Company of Stationers, 1554-1640*. Edited by E. Arber. 5 vols., London 1875-94, vol. I.xli

London was restricted. A stationer who married the widow of an authorized printer acquired *eo ipso* this authorization himself. If, as in the case of Charlewood/Roberts and Vautrollier/Field, the husbands had been granted some privileges, the match was the more valuable. Both Jacqueline Vautrollier and Alice Charlewood are known to have done some printing in the wake of their husbands' death. This the Stationers' Company allowed for some time. After a while, however, widows, if they had no son who was a stationer, would have had to sell. The only sure way to stay in the business was to remarry another stationer.

It is not until 1594 that we see James Roberts start printing noteworthy literary works (he had printed some ballads before). From 1594 on he is prolific, printing nearly all the poetry of Michael Drayton and Samuel Daniel, as well as the satires of John Marston, but not plays (apart from the anonymous *Arden of Feversham* in 1599 and Samuel Daniel's *Cleopatra*, though the latter was a "closet drama", not a stage production). Then, in 1600, we have a doubly dramatic turn, actually more of a U-turn, to dramatic literature.

It was A.W. Pollard in the first decades of the twentieth century who drew attention to the role of James Roberts in the publication of the plays belonging to the repertory of the Lord Chamberlain's Men, and who advanced the conception of James Roberts as an agent of this company.¹⁰ Though the theory has been rejected by such eminent scholars as E.K. Chambers, Charles Sisson and others, it never gave way completely and seems to have found a biotope in the Arden editions of Shakespeare. In Pollard's own day the theory gained some momentum. Previously Roberts had been regarded as a piratical printer, one who procured and printed copy in plain disrespect of the proprietary rights of the author. Pollard demonstrated the extreme improbability, if not absurdity, of this interpretation. He pointed to Roberts' close business relationship with the players as a printer of their playbills, making it unlikely that he would act against their interests which, according to Pollard, was to keep their plays unprinted

¹⁰ Pollard, A.W. "Authors, Players, and Pirates in Shakespeare's Day" in *Shakespeare's Fight with the Pirates and the Problems of the Transmission of his Text*. Cambridge: Cambridge University Press. 1967 (1st edition 1920), pp. 26-52

for as long as possible. Apparently Pollard held the rather odd assumption that the potential reader of a play would be disinterested in doing so after seeing it performed onstage. As Peter W.M Blayney quipped, “For that theory to work, the market in printed plays would have to have been lively enough, and the plays themselves deadly enough, to create so many hundred disappointed readers in such a short time that their collective absence from the playhouse was noticeable.”¹¹

Nevertheless Pollard assigned a key role to James Roberts in the history of the publication of Shakespeare’s plays, and highlighted some occurrences which those scholars who have justly rejected his overall interpretation have unjustly omitted to re-interpret. In formulating his theory Pollard was led by two concerns. First of all he wanted to demonstrate that the versions of Shakespearean texts that have come down to us are for the most part in 'good' quarto editions because the players had successfully prevented the unscrupulous stationers from pirating them. The other factor which informed Pollard's theory was that between 1598 and 1604 James Roberts entered five plays from the repertory of the Lord Chamberlain’s Men in the Stationers’ Register but either did not print them at all or protracted their publication. Of the five plays performed by the Lord Chamberlain’s Men he entered, one is lost, while two were printed respectively two and six years later by others. Entering the texts gave Roberts control over publishing and, as he was a printer, the right to print them. It must be understood that the publisher was generally another stationer than the printer, and it was the publisher who owned the right of publishing. We want to avoid the term “copyright” here, as this could prompt the reader to form the incorrect conclusion that this right (granted by the Stationers’ Company) was more or less the same as a modern copyright. It was not, it was in the very etymological sense a right to copy, literally to multiply the work the publisher

¹¹ Blayney, Peter W.M. “The Publication of Playbooks” in Cox, John D. and Kastan, David Scott (ed.) *A New History of Early English Drama*. New York: Columbia University Press, 1997, p.386.

had entered in the Stationers' Register, but it did not encompass all the rights attached to the modern notion of copyright.¹²

The five plays of the repertory of the Chamberlain's Men that Roberts entered in the Stationers' Register are: 1) On 27 May 1600 the anonymous *A Morall of Clothe Breeches and Velvet Hose*. This play was almost certainly based on Robert Greene's *Quip for an Upstart Courtier*.¹³ It is not known whether it was ever printed. If so, it is no longer extant. It was entered upon the condition of getting "further authority"; 2) On 29 May 1600 he entered *Allarum to London*, also an anonymous play. Again, more authority was required by the wardens of the SC, "PROVIDED that yt be not printed without further Authoritie"; the play was printed two years later but not by Roberts. 3) On 22 July 1600 he entered Shakespeare's *The Merchant of Venice*; again the entry was conditional, not on the obtention of "further authority" but of the "licence of the Lord Chamberlain" to print it; it was printed by Roberts in the last quarter of 1600. 4) on 26 July 1602 he entered *Hamlet*; this time no condition was imposed, not explicitly at least; Roberts printed it toward the end of 1604. Yet a much abridged and altered version had been printed in 1603 by Valentine Sims for the publishers Nicholas Ling and John Trundle. We will later examine how this was possible. 5) on 7 February 1603 he entered *Troilus and Cressida* "in a full Court holden this day" on the condition to print it "when he hath gotten sufficient authority for it"; he never printed that; it was re-registered and printed in 1609. Of these five plays he published none and printed only two: Shakespeare's *The Merchant of Venice* and *Hamlet*, but with the considerable delay of over two years, a rare phenomenon in the printing trade. This caught Pollard's attention. Though Roberts did not publish the plays, by entering them he could control their date of publication. This manoeuvre can best be observed from his handling of *The Merchant of Venice*. He registered it on 22 July 1598, assigned the right to Thomas Hayes on 28 October 1600 and printed it the same year (it is even possible he had already printed it when Thomas

¹² See Patterson, Lyman Ray. *Copyright in Historical Perspective*, Nashville: Vanderbilt University Press, 1968.

¹³ See Part II.

Hayes received the right to publish). It is not known when he transferred his right in *Hamlet* to Nicholas Ling for whom he printed it in 1604. Roberts' record as publisher is a poor one:

“Roberts’s name appears in the imprints of about 150 known books, but in the great majority of cases it is as printer, not as publisher. During the years 1593 to 1606 he made only ten entries in the Stationers’ Register apart from the plays already mentioned and an assignment of Charlewood’s stock. Among them were three copies that belonged to the Stationers’ Company and that he printed to its order or by its leave, one that he eventually printed for someone else, and one that seems to have been a song or ballad. We are left with only five copies of any substance over a period of fourteen years. Another five of the sort he issued without entrance, but not all of these were certainly his original copies. It is clear that Roberts was mainly a trade-printer, printing books for other stationers and only occasionally venturing on a serious publication of his own.”¹⁴

Why did Roberts register these five plays from the repertory of the Lord Chamberlain’s Men, and not the other six plays from the same repertory entered between 1599 and 1603? We note that all of the latter six were printed within a few months after entrance. Nothing can be stated about *Cloth Breeches*, which is lost. But the four others, all entered by James Roberts, were only printed after over two years. Here is the remarkable fact which Pollard saw and which apparently he alone had thus far thought important: Roberts was a dilatory registerer of plays. On this cognition Pollard built his theory of the “conditional blocking entries”. According to Pollard, Roberts created this delay in three instances by having the wardens of the company require “further/sufficient authority” and in one case, the license of the Lord Chamberlain. Only *Hamlet* would be an “unconditional entry”.

¹⁴ Greg, Walter W. *Some Aspects and Problems of London Publishing between 1550 and 1650.*, Oxford: At the Clarendon Press, 1956, p. 115

On the face of it this might appear a lucid insight but in reality the theory was propped up by a number of unsustainable makeshifts. What was “sufficient authority” and whose authority was deemed sufficient? Article 4 of the Star Chamber Decree of 23 June 1586, the first comprehensive press act in English history, had vested the power of licensing for the press in the Archbishop of Canterbury and the Bishop of London. In 1588 this power of licensing was extended to their deputies, in most cases clerics, among others: Abraham Hartwell, the secretary of the Archbishop of Canterbury, later Samuel Harsnett, chaplain to the Bishop of London. Zachariah Passfield, a prebendary of St Paul’s, was another frequent licenser. When the wardens required “further authority”, or “sufficient authority” it always meant that the book in question had not yet been examined by one of these episcopal censors. In the case of *Alarum for London, A Moral of Cloth Breeches and Velvet Hoses* and of *Troilus and Cressida* it was what the wardens required James Roberts to do: to submit it to an episcopal censor before printing it. The “full court” which requested such authority for *Troilus and Cressida* is the Court of Assistants, the governing body of the Stationers’ Company. A Court of Assistants was the governing body of every London livery company: drapers, ironmongers, etc. The organization of the medieval and early modern corporation was, in fact, not so very different from that of a modern corporation. The Court of Assistants can be readily likened to the modern board of directors, the master and the two wardens (upper warden and under warden) to the management in charge of the day-to-day business. The wardens, elected annually at the end of June or the beginning of July, were *ex officio* members of the Court of Assistants and remained so after the end of their term. No mystery or extraordinary circumstance need be sought to explain this licensing by the Court of Assistants and their request of “sufficient authority” It means no more than that the Court of Assistants just happened to be holding a session that day. In 1599 the same happened eight times; in 1600, two; in 1601 and 1602, five times each; and in 1603, four times. Nor should we suppose the requirement of “sufficient authority” is unusual. Several entries show such a

requirement. It is, as stated above, absent from the entry of *Hamlet*. However, the trivial reason why no further authority was required for *Hamlet* is that this had already been obtained. The play had been perused by the episcopal censor Zachariah Passfield. It would not make sense to ask James Roberts to submit the play to an episcopal censor when he had already done so before presenting it to the wardens. However tiresome, it is worthwhile to dwell a little longer on this triviality, for even today the spectre of A.W. Pollard's "conditional blocking entries" is haunting some quarters. Even a careful editor like Harold Jenkins was dazzled by Pollard's theory¹⁵ and E.K. Chambers, though he rejected it, was not entirely immune to Pollard's terminological concoctions: he once adopts the term coined by Pollard: "That his other entries, except in the case of *Hamlet*, were conditional, is hardly relevant. They are not, like that for *Merchant of Venice*, distinguishable in form from many entries by other publishers, in which the further authority required was pretty clearly the allowance of an episcopal licenser."¹⁶ To set things right: when Roberts presented the manuscript of *Hamlet* to the wardens of the Stationers' Company for entrance, it bore the signature of an episcopal censor for approval, the *Imprimatur*. Consequently it is illogical to call the entry of *Hamlet* "unconditional". The condition which the full court of the SC required to fulfill **after** entrance of *Troilus & Cressida* was the same which Roberts had already fulfilled for *Hamlet* **before** entrance. It is true, though, that unlike their earlier policy, during the period of 1601-1603 the wardens more often requested that a work not yet submitted to an episcopal censor (referred to as "authority") be submitted to them. It was the end of the reign and political nervousity was mounting. The wardens were less inclined to incur risks by letting a work pass without legal authorization (which they could and often did). On 1 June 1599, a few days after Roberts' entrances of *Alarum for London* and *A Moral of Cloth*

¹⁵ The Arden *Hamlet*, Edited by Harold Jenkins, 1982, p. 15. "The books which he entered on the Stationers' Register include just five plays; all were entered during the period 1598-1603, all belonged to the Lord Chamberlain's Company, and four of the five were registered with the stipulation that they were not to be printed till further authority had been obtained. The exception in the case of *Hamlet* may be more apparent than real; for although there was no express proviso, Roberts did defer printing." Again, *Hamlet* was neither a real nor an apparent exception. *Hamlet* needed no "further authority" because it had already acquired it when registered.

¹⁶ Chambers, *Shakespeare*, I.146.

Breeches and Velvet Hoses the Archbishop ordered the Stationers' Company to burn all the works of Thomas Nashe and Gabriel Harvey, the satires of John Marston, Marlowe's translation of Ovid's *Elegies* and a number of other works.

We have stated that the Star Chamber Decree of 1586 had vested the licensing power for the press in the Archbishop of Canterbury and the Bishop of London, and have used the same word "license" in connection with the wardens of the SC. Indeed, the entry of *Hamlet* was done under the hand of Master Passfield, a censor, and of Simon Waterson, then under warden, as well. The two licenses, the one of the censors and the other of the Stationers' Company are entirely independent of one another. Yet, it is useful to deal with this issue when we come to the entry of *The Merchant of Venice*, which, as Chambers points out, is of a different nature than the four others; and first to concern ourselves with Pollard's theory on James Roberts' role. Pollard remains entirely silent on how Roberts could have "enticed" the wardens into requiring "further authority". What is undeniably true is that Roberts waited an unusually long time to print *The Merchant of Venice*, *Hamlet*, and *Troilus and Cressida*, which play he had still not printed when he went out of business in 1606 or 1608. Thus it might be that Pollard was onto something about Roberts, as indeed we believe he was.

The stayed plays in August 1604

Pollard was also wise in his observation that it was James Roberts the stationer who on 4 August 1600 tried to enter four plays, three of them by Shakespeare. The four were: *Much Ado About Nothing*, *Henry V*, *As You Like It*, and Ben Jonson's *Every Man in His Humour*. The plays were 'stayed,' and Pollard saw this as another successful attempt by the players to prevent the printing of their plays, grossly ignoring that one of the plays, *Henry V*, was registered only ten days later in a version which fulfills his own criterion of an out-and-out 'bad quarto,' and possibly already printed at its registration. "Here we have the 'Lord Chamberlen's men' themselves taking action with the Stationers' Company direct, despite

the fact that they had no status in it, to protect their own property. The fact that the Stationers permitted them to do this is significant of the influence which as the Lord Chamberlain's servants they possessed...¹⁷.

Regardless of Pollard's botched attempt to explain the role of Roberts, it certainly seems important enough to deserve more attention than it has hitherto received. If he actually were the stationer who presented the four stayed plays to the wardens for registration, at least nine plays of the Lord Chamberlain's Men's repertory would have gone through his hands between 1598 and 1603 (three plays by others, but at least six plays by Shakespeare). Some more non-Shakespearean plays of the Lord Chamberlain's Men were entered in that period, but only three more plays of Shakespeare: *A Midsummer Night's Dream* and 2, *Henry IV*, both good texts, and the bad text of *The Merry Wives of Windsor*. As a rule, good texts presuppose a certain degree of cooperation by the author, but the possibility that James Roberts was acting as an agent of Shakespeare himself has never been examined. The possibility that he was acting as agent of the Chamberlain's Men, as Pollard hypothesized, has been rightly rejected. The stayed plays of August 1600, with which Pollard sought further to vindicate his theory, falsifies it. Had Pollard looked into the Stationers' Register for the entries in August 1600 he would have seen that, far from being prevented from printing, two of the plays (*Every Man in His Humour*, *Henry V*) were orderly entered 10 days later, one (*Much Ado*) was entered nineteen days later. One (*As You Like It*), was not entered and was for the first time printed in 1623. Jonson's *Everyman in His Humour* was printed in 1601, *Henry V* and *Much Ado* in 1600, the same year. Moreover, as stated above, *Henry V* was a "bad quarto". In 1960 C.J. Sisson wrote :

"I have little doubt that the 'entry' of the 4 August 1600 on a spare leaf of Register C is a mere memorandum of the Clerk's and not an entry, and that the words 'to be staied' mean that the desired entry is to await further consideration. The absence of any

¹⁷ Pollard, A.W. "Authors", p. 44.

Stationer's name from the margin is significant. A provisional entry would certainly impede any subsequent, alternative claim to the same 'copy' or 'book' by another Stationer. It is difficult to see any necessity for interpreting the entries in question as evidence that Roberts, for instance, was a mere agent of the Lord Chamberlain's Men in a device to prevent the entry of copies of their plays to other Stationers desirous of printing them. The problem obviously requires more detailed examination than can be given here, but it cannot yet be taken as settled.”¹⁸

At this juncture it may be useful to look at this fly-leaf, at the same time noting Sissons' remark that the entry had to await “further consideration.” In Arber's transcription it looks as follows (the remarks in brackets are Arber's):

¹⁸ Sisson C.J. “The Laws of Elizabethan Copyright: the Stationers' View”, *The Library*, Vol. XV, 5th series, 1960, pp. 19-20.

My lord chamberlens menns plaies Entred

27 may 1600

To master **Robertes**

Viz

[See p.161.]

A moral of 'clothe breches and velvet hose'

27 May [1600]

Allarum to London/

To hym [*i.e.* J.

Robertes. See p. 161.] [The next entry has nothing to do with the preceding. The ink of it is now of a different colour.]

4. August [1600]

[The year is fixed by the subsequent entries at pp. 169 and 170.]

As you like yt/a booke |

HENRY *the FFIFT/a booke* |

Every man in his humour/a booke |

to be staied

The commedie of 'muche A doo |

[See pp. 169 and 204]

About nothing'

/a booke

[See p. 169]

[See p. 170]

Peter WM Blayney has remarked about Pollard's theory, "But no matter how flimsy the narrative has proved when subjected to scholarly scrutiny, as a story it has proved all too

durable. Like a folktale, it continues to surface in whole or in part in most introductory accounts of the relations between the early theatre and the book trade.”¹⁹ The problem of the stayed plays “cannot be taken as settled”, Sisson wrote in 1960. The subject continues to puzzle scholars. What happened on 4 August 1600? In 1997 Blayney undertook another attempt at explaining it:

“Having written out the registration (“provided that [Roberts] is not to putt it in prynte Without further & better Aucthority” [Arber, 3:161], the Stationers’ clerk, Richard Collins, did something unprecedented. He turned to the beginning of the register, wrote the heading, “my lord chamberlens mens plaies Entred” at the top of a blank flyleaf, and made a brief entry below it: the date, Roberts’s name, and the title of the play (3:37). When Roberts provisionally registered a second play two days later, after writing the registration itself Collins turned back to his list in its original form – but what is significant is that he started it at all. Its purpose was probably to keep track of an expected string of provisional entries, so that whenever the required “Aucthority” for one of the plays was produced, he could find the list as finding aid. But even its precise purpose is relatively unimportant; what matters is that on May 27 Collins heard something – presumably from Roberts the playbill printer – that made him expect the imminent arrival of enough Chamberlain’s plays to make a list desirable. As things turned out, only eight of the plays registered during the second glut belonged to the Lord Chamberlain’s Men – but the significance of the list and its heading lies not in the outcome but in the expectation. The single play that Roberts brought in on May 27 was correctly recognized as the first of many.”²⁰

Blayney’s explanation also bears some marks of a “tale”. First, many entries were subjected to obtaining further authority. Why should the clerk have made a special list in this case as a

¹⁹ Blayney, p.383.

²⁰ Ibid., p. 387.

“finding aid”? The entries were all listed chronologically in the register of entries and easy to find. Moreover, the fact that some orderly entries were sometimes cancelled after months due to a prior right of another stationer indicates that the wardens and/or the Court of Assistants regularly checked the register for overlapping publishing rights. The procedure of evidencing that authority had been obtained was the same as in the case of assignments from one stationer to another. Either the transferor could orally witness to the transferee before the court or the transferee had to present to the court a signed declaration of assignment. An entry of November 23, 1602 to Walter Dight “but not to be printed until he bringe further Auctoritie for yt”²¹ suggests that the stationer had to “bring” the authority, to come to Stationers’ Hall in order to prove that he had obtained the requested authority (in cases where this authority was received soon after entrance, it was added to the entry; in the great majority of cases no such note was added). In another entry the process of proving authority is more completely described:

15 Januarij [1588]²²

Edward Aldee	Entred unto him <i>the first foure bookes of AMADIS de Gaule</i> To be translated into English and so to be printed for his copie so that he first get it to be lawfully and orderly allowed as tolerable to be printed and Do shew[e] auctoritie thereof at a Court to be holden.
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Secondly, what was the “authority” status of the six plays and what was requested for each of them? Nothing permits the assumption that the four stayed plays were written down on a fly-leaf²³ because the authorization by the censors was outstanding. Blayney, like Pollard, seems not to have noted what the ulterior fate of the stayed plays was. Jonson’s play

²¹ Arber III.222.

²² Arber II.514.

²³ Arber III.37.

had already been authorized by an episcopal censor when it was entered on August 14 and , in all likelihood, had already obtained this authorization on August 4, when James Roberts presented it for entrance. No further authority at all was required by the wardens for the two other plays, *Much Ado* and *Henry V*. It is important to note that two were **not** stayed; their status was different from the four stayed plays. It was for the two plays that had been duly entered into the register that further authority was required. For them Roberts did have the publishing right; on the contrary, the publishing right of the four other plays was held in suspension by the stay.

A key to the solution is offered by Sisson's remark that the "desired entry was to await further consideration". When the wardens of the Stationers' Company ordered a stay it was evidently in cases which fell within the purview of their specific responsibility, the right of a stationer to a copy, the publisher's copyright. A stay meant that there was a contest over such rights and it had to be "further considered" by the Court of Assistants . "Further consideration" was also requested in another case. On June 1602 the copyright of the stationer John Barnes for Riding's dictionary is suspended and a remark is added "to be further considered of". Indeed, on 6 December 1602 it was definitively entered to John Barnes by a full court.²⁴ However, when several works were presented at the same time, either for first registration or transfer, the Court of Assistants not only checked the books presented for entry or transfer that day but added to the lot recent entries, if any, by the same stationer. On 3 November 1600 were entered to the stationer Hugh Astley a number of works first entered to him on 1 March 1596 but crossed out afterwards, because Astley was not a member of the Stationers' Company then (he was translated from the Drapers' Company to the SC in July 1600).²⁵ On 3 November, 1600 they were definitively entered to him by the Court of Assistants.²⁶ On 11 August 1600 Astley had separately received the copyright for *Belvedere*,

²⁴ Arber III.207 and 223.

²⁵ Arber III.60.

²⁶ Arber III.175.

the Garden of the Muses.²⁷ On 3 November 1600 this single work, separately entered about twelve weeks before, was added to the lot checked by the Court of Assistants. In the same way, the two works Roberts had entered about ten weeks before 4 August 1600 were put together with those presented for entry but stayed that day. If it were not James Roberts who had presented the four stayed plays, it would not be the two plays recently entered to him which would have been joined with them. The different status of the two plays and the four stayed plays is clearly marked out. The four stayed plays are joined by a brace, the two plays are outside it. For the latter, orderly entered, James Roberts possessed the right. The lack of authority had no impact on this right which Roberts could only lose if another stationer proved to have an older right in it. Because he had the right in these two plays, his name was written in front of them. Because he had not yet a right in the stayed plays, his name was not placed in front of them. This indicates that the six plays had been written on a fly-leaf in order to submit the case to the decision of the Court of Assistants. Why was it ultimately not done? It is, again, the date of 14 August which should retain our attention. On that date there are three entries. Two of them were signed by both wardens, Thomas Dawson and Edward White. The formula of the third entry is very unusual. Whereas all other entries of the day were licensed by both wardens, this entry was licensed by only one of the wardens to Thomas Pavier:

"by Direction of master White, warden, under his handwriting."

The clause "These Copies following being things formerly printed and set over to the said Thomas Pavier" clearly suggests that the fact of being formerly printed and transferred was considered to constitute a copyright for all these plays among which was *Henry V*. It was Pavier's copyright which had been opposed to James Roberts on 4 August 1600 and had caused the staying of the plays. The other warden, Thomas Dawson, seems to have been reluctant to accept it. Why was Edward White pressing ahead? Thomas Pavier and Edward

²⁷ Arber III.168.

White were partners for at least one play: *Titus Andronicus*, a play James Roberts printed the same year for Edward White alone (perhaps in compensation). On 10 April 1602 there is a registration of the copyright transfer of three books by John Myllington to Thomas Pavier, among them *Titus Andronicus* and the first and second part of *Henry VI*, that is the *Contention Between the Houses of Lancaster and York*.²⁸ Furthermore, among the copies assigned to Pavier was *The Spanish Tragedy*, which had been Edward White's copy since 1599 when it was assigned to him by Abel Jeffes.²⁹ Edward White used his function as under warden to protect the publishing right of his occasional partner Thomas Pavier in *Henry V*. There was no intervention of an invisible hand, there was instead the well-seen hand of Edward White. Above all there was no attempt by the players to protect their property, as Pollard proclaimed.

Why was *As You Like It* withdrawn, and not entered until November 1623? It was certainly not this play which caused the stay. No other publishing right was opposed to it as in the case of *Henry V*. *AYLI* was most likely returned by James Roberts to the author Shakespeare. As to the reason, we can only speculate.

Walter W. Greg's prophetic soul

Far from proving the influence of the players with the Stationers' Company and their success in stopping the printing of the plays, the case of the four stayed plays dramatically underscores the futility of Pollard's theory. And yet, despite his "folktale", his bungling of logic, his "conditional blocking entries" pieced together from different materials, Walter W. Greg, in his last publication, paid this tribute to his former mentor A.W. Pollard:

"It cannot be said that, taken individually, there is much in the form of Roberts's registrations to suggest that they are 'blocking entries', and the critics of Pollard's theory have perhaps had the best of it. But when we look at the situation as a whole we get a somewhat different impression. Let me repeat . Here we have a man, known to

²⁸ Arber III.204.

²⁹ Arber III.146.

have been in touch with the players, but who never before or after concerned himself with dramatic copy, making, over a period of five years, five entrances of plays belonging to one particular company...³⁰

Was Greg's warning that in the end Pollard might not have been completely amiss merely a pious commemoration, an attempt to rescue Pollard's credit? Or was it the expression of a sincere feeling that the last word might not yet have been spoken? Six more plays of the Chamberlain's Men were entered in the period 1598-1603, but not by Roberts. Three or more works from the repertory of the Chamberlain's Men, now the King's Men, were entered after 1603, but none by Roberts. Roberts continued registering works in the register after that date, three in all. It is perplexing that no scholar, in particular Greg himself, has ever taken note of another striking connection of Roberts' endeavours, either with respect to the Lord Chamberlain's Men and their plays or in relationship to Shakespeare and his plays. After 1604 Roberts, in the remaining two or four years he was in business, never again concerned himself with dramatic copy. If we look at Roberts' history of printing as set out in the table in Appendix IV (set up from Vol. V of Arber's transcript), we see Roberts' printings from 1594, when he started with literary works, up until 1604. There is a marked shift in 1600. Between then and 1604 Roberts seems to have almost uniquely concentrated on the printing of Shakespeare. He printed hardly anything else. Even the miscellany *England's Helicon* of 1600 is not unrelated to Shakespeare, as it contains a correction of William Jaggard's *Passionate Pilgrim* (published in the previous year). Two poems ascribed by Jaggard to Shakespeare are grouped in *England's Helicon* with a song from *Love's Labour's Lost*, and assigned to "Ignoto". Another poem ascribed to Shakespeare in *The Passionate Pilgrim* is reassigned to Christopher Marlowe, followed by two others signed "Ignoto".³¹

³⁰ Greg, *Some Aspects and Problems*, pp. 120-1

³¹ Only one other work was printed by Roberts, Samuel Harsnett's *A Declaration of the Popish Impostures, practised by Edmunds alias William Weston, and divers Romish Priests*. Even this work shows a certain relationship with a play of Shakespeare, namely *King Lear*, with which it shares a description of the exorcizing of devils. But it may be merely a coincidence that James Roberts also printed this.

The printer James Roberts did not act as an agent of the Lord Chamberlain's Men but on behalf of their main author Shakespeare.

In the remaining years he was in business James Roberts never concerned himself again with the company that the Lord Chamberlain's Men had become, the King's Men, nor with Shakespeare. Edward de Vere had died in June 1604. Then or soon afterwards Roberts started the printing of *Hamlet*. We have seen that Roberts' involvement in the printing and publishing of Shakespeare's plays coincides with the period the author was overseeing editions of his plays. The fact that in the remaining years he was in business Roberts never printed *Troilus and Cressida* suggests that between 1600-1604 he only printed what Shakespeare wished him to, and that after 1604 he was no longer receiving orders because the author had died. The fact that Roberts printed *Hamlet* in the second half of 1604 "according to the true and perfect copy" and that in 1625, the year John Fletcher died, a second issue of Beaumont and Fletcher's play *A King and No King* was apparently issued as a tribute to the last of the "twin authors" with its title-page stating that it was printed "according to the true copy," corroborates that Shakespeare was dead in 1604.

And that the epistle to the *First Folio* spoke true.

The entry of The Merchant of Venice

On 22 July 1598 James Roberts paid sixpence to the Stationers' company for the entrance of Shakespeare's *Merchant of Venice*. The entry reads:

xxij^o Iulij 1598

James Robertes./Entred for his copie under the handes of bothe the wardens, a booke of the Marchaunt of Venyce or otherwise called the Iewe of Venyce./

Provided that yt bee not printed by the said Iames Robertes; or anye other

whatsoever without lycence first had from the Right honorable the lord
Chamberlen vjd

As in the case of *Troilus and Cressida*, and contrary to *Hamlet*, the play had not been submitted before to an episcopal censor, but no “further authority” was required by the wardens. A few weeks before, new wardens had been elected. Isaac Bing as upper warden and William Ponsonby as under warden were serving their one-year term. William Ponsonby was Spensers’s and Sidney’s publisher. It may be due either to him or to Bing or to both that the second title of the play, *The Jew of Venice*, was mentioned in the entry, precluding any duplicate entry resulting from a different title. Such a mishap had occurred three years before to Ponsonby. On 29 November 1594 he had entered Sir Philip Sidney’s *The Defence of Poesy*. This manuscript was also known under the title *An Apology for Poetry*, and it was under this title that Henry Olney had entered the work on 12 April 1595. “Both entries were made under the same Wardens’ hands, which might be thought to imply some lack of vigilance but the titles differed and the second did not name the author. The identity was not discovered till after Olney’s edition at least had appeared; but that no blame was imputed is clear from the terms under which the second entry was cancelled: ‘This belongeth to Mr. Ponsonby by a former entrance, and an agreement is made between them whereby Mr. Ponsonby is to enjoy the copy.’”³² The wardens from July 1594 to July 1595 were Gabriel Cawood, upper warden, and Isaac Bing, under warden. Thus both Bing, as warden, and Ponsonby, as publisher, were aware of the potential fallacies lurking in double titles. Without the mention of the second title it was by no means assured that another stationer would not register and print the same play under the title *The Jew of Venice*. The risk was minimal during Bing and Ponsonby’s term, but in the event Roberts would wait more than one year — as he did — the next wardens would possibly not notice that the play had already been entered to Roberts. It was unusual for

³² Greg, *Some Aspects and Problems*, pp. 71-2.

a publisher to delay printing for so long a time; generally, a book was printed within 3 months after entrance. But Roberts did wait over two years, and given the precaution taken, it seems as if he anticipated the possibility of entrance under another title. Of course, as in the case of Sidney's *Apology of Poetry*, the error would have become manifest after the publishing of *The Jew of Venice* by the other stationer. However, the desire of the Lord Chamberlain not to see any version of the play printed before he had given his consent would have been bypassed. This could not happen in the case of *The Merchant of Venice*. The next wardens would know that *The Merchant of Venice* and *The Jew of Venice* were one and the same play and that the right in it was James Roberts'. Shakespeare's play was safe-guarded against printing at an earlier date than the Lord Chamberlain would allow. If so, we note, the clause "that it be not printed by the said James Roberts or any other whatsoever without licence first had from the Right Honorable the Lord Chamberlain" is puzzlingly redundant. The possibility that any other stationer could have printed it seems to have been ruled out by the modalities of the entry. As Chambers remarked in objection to Pollard's theory, "an unconditional entry would have served Professor Pollard's assumed purpose as well."³³ The remark implies, though, that Roberts' right was beyond contest, once the copy entered to him. Why then this additional clause that Roberts had to have the license of the Lord Chamberlain before printing and that neither any other stationer should print it?

We must first ask: from whom did the wardens and the clerk, who registered it, receive the information that the Lord Chamberlain alone would determine the date of printing? Leo Kirschbaum, after having noted that the entry is unusual, resorted to the following makeshift: "When Roberts entered the play he must have brought a warrant from the Lord Chamberlain that the play was never to be published without the latter's consent."³⁴ This hypothesis is not plausible. As Greg observes: "When later the book-entries were taken

³³ Chambers. *Shakespeare*, I.146.

³⁴ Kirschbaum, Leo. *Shakespeare and the Stationers*. Columbus: The Ohio State University Press, 1955, p. 205.

over by the Clerk the procedure became more formal, and we then find Collins [the clerk] duly recording some licences as contained in covering letters or given by word of mouth. Thus in 1589 two copies were ‘allowed by a letter or note under Mr. Hartwell’s hand’ and another two entered ‘upon the Bishop of London’s letters in that behalf directed’; in 1584 a copy was ‘allowed by th’Archbishop of Canterbury by testimony of the Lord Chenie and in 1587 two were ‘authorized’ by the same ‘as reported by Mr. Cosin’.”³⁵ Had there been a written warrant by the Lord Chamberlain the wardens would have acknowledged it, either as a note beneath the entry or in the records of the Court of Assistants.³⁶ The only plausible premise is that James Roberts himself instructed the wardens of the company “by word of mouth”. Then, unfortunately, the clause is doubly redundant. If Roberts told the wardens he had to wait for the license or permission of the Lord Chamberlain, why was it necessary to state that Roberts himself should not print the play till the Lord Chamberlain had given his consent? This would have been a matter solely concerning the Lord Chamberlain and James Roberts, not the Stationers’ Company. Was there perhaps another reason why the clause was necessary in this form to prevent any earlier printing by another stationer?

But what is meant by “the licence of the Lord Chamberlain”? The licensing *power* lay with the Archbishop of Canterbury and with the Bishop of London or their deputies, the censoring authorities, controlling the conformity of a work with the political, religious and moral order. When the wardens used phrases such as “further authority” or “better authority” for a book not yet submitted to the censors it is to this episcopal authority they refer, as appears from the following entries on 4 January 1602:

³⁵ Greg. *Some Aspects and Problems*, p. 44.

³⁶ The so-called Court Books B and C. *Records of the Court of the Stationers’ Company 1576 to 1602 ~ from Register B*. Edited by W.W. Greg & E. Boswell. London: The Bibliographical Society, 1930, and *Records of the Court of the Stationers’ Company 1576 to 1602 ~ from Register B*. Edited by William A. Jackson. London: The Bibliographical Society, 1957.

Master Man	Entred for his Copye under th[e h]andes of master PASFEILD and master Seaton warden A booke Called <i>A Defence of Tobacco...</i>
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master Man	Entered for his Copye under the lyke Authoritie <i>Tenne sermons</i> of master BURTONS <i>uppon... the 6 Chap[ter] of MATTHEWE...</i>
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As the wardens could not know in advance which censor would peruse the book, the requirement of “further authority” was always indefinite. In the case of *MoV*, however, it was the licence, the permission of the Lord Chamberlain that was required, which, as E.K. Chambers remarked, is different from the “normal conditional entries”.³⁷ The Lord Chamberlain reserved the right to decide when the play would go into print. This license had nothing to do with the episcopal *Imprimatur*.

Neither was it the licence granted by the wardens, which was nothing more than the granting of the publishing right to one stationer as against the right of any other, today commonly called (but as seen, not wholly exactly), the copyright. This licence was totally independent of the episcopal licence. The publishing right was created by the permission given by the wardens or sometimes the Court of Assistants of the Stationers’ Company. Once entered, the lack of episcopal authority was no bar to this licence. In 1603, for instance, James Roberts acquired the publishing right of *Troilus and Cressida* and could print it as soon as he had the authorization of an episcopal censor. Even in the event another stationer later presented the same play authorized by a censor before Roberts showed his authorization to the Stationers’ Company, the authority obtained by this other stationer would have attached to Roberts’ right, as is expressly stated in the following entry:

³⁷ Chambers, *Eliz. Stage*, III.188.

John Trundell yf he gett sufficient Aucthoritie. for. *The copy of A letter sent from a gent[leman] of the report of the Late bloody fight at sea betwene the Spaniardes and the Hollanders before Dover.* And shewe his aucthority to the wardens Then yt is to be entred for his copy/Or yf any other bringe the Aucthority. yet it is to be the said **John Trundelles** copy...

We can even find cases in which a copyright for which the authority requested by the wardens had not yet been delivered was transferred to another stationer. "Moreover copyright in a book for which the enterer was still to acquire authority was transferable. On August 1, 1603 (III, p. 243), John Hardy entered a copy and paid the fee of sixpence. The condition 'Provided that yt be licensed' appears. On August 9, he assigned this copy to Pavier, 'The seid Thomas pavier to have the same in the lyke manner that it is entred to John hardy' (III, p. 244)."³⁸

The authority of the Lord Chamberlain must have been of some other kind.

Besides the legal authority of the episcopal censors two other extra-legal sources of authority, existed. First, some discretion was left to the wardens of the company themselves. They could decide that no authority was required for certain books, thereby themselves authorizing it by implication. This is what happened in the case of *The Merchant of Venice*. The wardens did not require Roberts to submit the play to an episcopal censor before printing it.

The other source of authority was that of "experts", as Greg aptly terms it.³⁹ It was an authority closely related to the specific office. Such an "expert" was, for instance, Sir Thomas Smith (ca. 1558-1625), from 1609-1620 treasurer of the Virginia Company. On 24 February 1612 the following entrance was made⁴⁰ :

Master Welbye .	Entred for his Copy under th[e h]andes of Sir THOMAS SMITHE knighte and Master Lownes warden, A booke or thinge called, <i>The publicacon of</i>
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³⁸ *Ibid.*, p. 60. Kirschbaum adds another case in March 1597.

³⁹ Greg, *Some Aspects and Problems*, p. 109.

⁴⁰ Arber III.478.

The wardens had no reason not to accept the publication of a lottery for a company of which Smith was the treasurer and one of the founders; nor the authority of the French ambassador in December 1590 for reports on the civil wars in his country;⁴¹ nor the joint authority of the Archbishop of Canterbury, the Lord Admiral, the Lord Chamberlain of Her Maiesties House in October 1590 for the entrance of *The tables and mappes of the Spaniardes pretendid Invasion*.⁴² It must be stressed that in each case this kind of "expert" authorization was attached to the document or book before it was presented for entrance; in no case did the wardens refer to such an authority when they required "further authority" (or "lawful", "sufficient", etc.). However, even such "expert authority" could be judged insufficient by the wardens and required by them to be supplemented by "sufficient authority". A case in point is the licensing of plays for the press by the Master of the Revels from 1607 to mid 1637. This licensing was based on no formal authority, but on the Master's licensing power of plays for the stage, for which he did possess official authority. Even so, from 1607-1637 the Master's formal authority only attached to the licensing for the stage and did not displace the formal authority of the episcopal censors. Otherwise it would be inconceivable that certain plays were still licensed by episcopal licensors, the most notorious case being the licensing by Dr. Worrall in November 1623 of the remainder of Shakespeare's plays to be (for the first time) printed in the *First Folio*. In November 1621 the wardens required "more sufficient authority" for a romance (not a play) of the famous Spanish playwright Lope de Vega licensed by the Master of the Revels (Sir George Buc).⁴³ Further, had the Master of the Revels possessed, for the press, formal and not just factual authority tolerated by the wardens, it would not have been possible to withdraw it from him after enactment of the Second Chamber Decree of 11

⁴¹ Arber II. 568 and 569.

⁴² Arber II. 564.

⁴³ Arber IV.59.

July 1637 without explicit reassignment, and by simply renewing the provisions regarding licensing of plays of the Star Chamber Decree of 1586. “Thus the decree of 1637, by merely reaffirming the provisions of 1586, put an abrupt end to the activities of the Master of the Revels as a licenser of plays for press, from which we may conclude that these activities lacked official sanction.”⁴⁴

Thus, in the case of *The Merchant of Venice*, it was not the license of the Stationers’ Company, the publishing right, which was required. This had been granted by the wardens Bing and Ponsonby. Neither was it the *Imprimatur*, the formal authority of an episcopal censor. In this case the clause would have been “provided he get sufficient authority”, as it was, for instance, for *Troilus and Cressida*. It was not the license of the Master of the Revels or his superior the Lord Chamberlain of the Royal Household. What sort of licensing authority could this license of the Lord Chamberlain then have been?

Another source of authority must now also be considered: that of the author himself. It cannot be ruled out *a priori* that indeed it was the author’s authority upon which the Lord Chamberlain’s claim was based. Far from being a non-entity in the publishing process, we shall soon see that the author did possess a kind of veto right.

The authority of the author

That the Stationers’ Company recognized certain authorial rights is apparent from several records in the Court Books B and C and the book of entries, the part of the Stationer’s Registers reserved for the registration of books, *e.g.* from the following entry of 11 March 1607:

John Browne Entred for his copie under the handes of the wardens. a book called
musicke of sundry Kyndes sett forthe in Two Bookes &c Composed by
THOMAS FFORD

⁴⁴ Greg. *Some Aspects and Problems*, p. 107.

yt is agreed 13 marcij *Anno supradicto* [1607]. that this copye shall never hereafter be printed agayne without the consent of master FFORD the Aucthour

John Browne

Clearly, the author has made the reprinting of his work dependent upon his consent. Yet it is not the author who addresses the wardens, it is instead the owner of the copy, the publisher John Brown, who declares that he needs the consent of the author. The addition is a memorandum. More similar memoranda can be found in the book of entries. The word “memorandum” is sometimes explicitly stated. As in an entry of 22 September 1628:

Entred for his Copie under the handes of Master THOMAS TURNOR [episcopal corrector] and Master **Weaver** [warden of the Stationers' company] warden. A booke Called *A Just Apologie for the Jesture of kneeling in the Act of receiving the Lordes supper.* by Master THOMAS PAYBODYE./

MEMORANDUM That I the afore said **William Jones** Doe promise not to reimprinte the same booke againe with out the Authors Consent./ and that I the said **William Jones** shall surrender up the said Coppie to him againe, when he shall require it.

By me **William Jones**

Again, it is not the author who has sent a letter to the wardens that he must give his consent to a reprint. It is the publisher William Jones who signs a declaration that he is bound to ask the permission of the author for reprinting when the book goes out of print. Such a memorandum was sometimes also written in the margin, sometimes incorporated within the entry. All these entries resemble the clause in the entry of *The Merchant of Venice*, with the difference that it

is not the Lord Chamberlain, a case absolutely unique in the registers from 1557 to 1640, who makes the printing dependent upon his consent, but the author who gives his consent to the reprinting.

Whose intent was served by such memoranda? And to what purpose? If it was neither the intent of the author nor of the publisher, it could only have been that of the third party, the wardens of the Stationers' Company. Would a verbal declaration not have worked as well? It might have worked for the incumbent wardens, but in July 1629 new wardens were to be elected, in July 1630 again, and so on. Without a written memorandum the successors of the current wardens would not have known that those books could not be reprinted without authorial consent. As for the purpose, the wardens had to be informed that they could not apply paragraph 5 of the company's ordinance of 1588.

The ordinance of 1588

The ordinance is printed in Arber's Transcript of the Stationers' Registers.⁴⁵ It bears no date. Arber tentatively dates it Spring of 1588, and it was certainly issued in the first half of that year. The period is determined by the signature of the then master of the company, John Judson, who served only one term as master, 1587/88. The records of the Court of Assistants contain an entry of 4 December 1587 about forms kept standing and the maximal numbers of copies to be printed⁴⁶ which reappears as paragraphs 1 and 2 of the ordinance. The ordinance has six paragraphs of which the fifth reads:

And lastly that yf it shall happen at any tyme hereafter the copy of any man to be out of prynt and that after warninge shalbe gyven him and registred in the hall book at a Court of Assistentes for the repynting thereof, the owner of the same doo not within Sixe monethes (after suche warning and regestring in the

⁴⁵ Arber II.43.

⁴⁶ Court Book B, p. 25.

said book) reprinted or begun to reprint the same and proceed orderly with the impression to ye finishing thereof **as he conveniently may so that the Author of any such copy be no hinderance thereunto** [our emphasis] .That then it shall be lawful for the Journeymen of the said Company to cause and gett any such book or copy to be printed to ye use of ye Company during the Impression then to be printed of ye same copy. Savinge and allowinge to the owner of the copie a ratable parte with them in ye same Impression in proffitt and charge as yt shall fall out to every severall partener in every such Impression According to the order and discretion of the Master. and Wardens of the Company for the tyme beyng.

In his *History of English Law* W.S. Holdsworth gives a more readable account of this paragraph 5:

Copyright is protected by the imposition of penalties upon those who infringed it. It is assigned, sold, settled, given in trust; and limited grants are made. Its duration is nowhere stated, unless it is expressly created for a limited period. It is therefore most probable that it was perpetual, unless a general enactment or order could be pointed to which expressly limited it. Nowhere can such general enactment or order be found. The only limitation on the right of the owner of the copy was an order of 1588 that, if a book was out of print, and, after warning, the owner did not reprint within six months, any member of the company could do so, provided that the author did not refuse and the owner of the copyright was given such part of the profit as the Master and Wardens of the company might order.⁴⁷

⁴⁷ Holdsworth, W.S. *A History of English Law*, 17 vol., London: Methuen. 1924. Vol. VI, p. 365

Consider the hypothetical case of the entry to John Browne without the memorandum. Ford's book goes out of print. John Brown does not reprint it. Either another stationer or the wardens notes that the book is out of print but not reprinted. The wardens urge John Brown to reprint it. If within six months he has not started reprinting, the wardens can give one impression, the printing of one edition, to any other stationer. The wardens fix the share John Brown will have in the proceeds; the same would apply for William Jones in the absence of the memorandum. Jones would be urged to reprint it and if within six months he has not started reprinting any other stationer can print an edition on the same conditions. Jones would have a share in the proceeds to be determined by the wardens. However, with the memoranda – and that is indeed their purpose – the wardens were informed that those books, when out of print, were not eligible for the application of paragraph 5. The application is blocked. If any entry fits A.W. Pollard's term "conditional blocking entry", it is this kind. They are blocked upon the condition stipulated in paragraph 5: the outstanding consent of the author, the "hindrance of the author".

The memoranda differs from the clause in *MoV* in form but not in substance. The clause in *MoV* is an exact negation of the clause in paragraph 5 of the ordinance of 1588. The wardens are warned that if the play is not yet printed after a certain time James Roberts should not be urged to start printing it and no other stationer "whatsoever" can be given the printing of an edition: "Provided that it be not printed by the said James Roberts; or any other whatsoever without licence first had from the Right Honorable the Lord Chamberlain."

Objection: first printing versus reprint

Paragraph 5 addresses the delaying of the reprint of books out of print but not, at least not explicitly, the case of the first printing of a book. However, the purview of a law depends upon more than the letter, the intention of the legislator must also be taken into account and this intention must be understood within the historical context. The situation to which the

ordinance of 1588 responded was the climate of unrest within the Stationers' Company in the late 1570s and throughout the 1580s, stirred up by the privileges (patents) of certain of its members.

The most contested patents were those for such best-selling items as the *ABC and Catechisms* (John Day), *Almanacs* and *Prognostications* (James Roberts and Richard Watkins), *Bibles* and *Testaments* (John Jugge), law books (Richard Tottel), Latin books used in the grammar schools (Thomas Marsh), some Latin books and *The New Testament* (Thomas Vautrollier, later Richard Field), psalters, primers, and prayer books (William Serres), Latin grammars and accidences (Francis Flowers) and music books (William Byrd, the composer, who had been granted a royal patent for music books).⁴⁸ The latter two were not members of the Stationers' Company. The competitive edge such patents gave the holders over other stationers reached farther than the privilege as such. "A profitable copyright enables one to purchase other copyrights and since power breeds power, it is not difficult to see how perpetual copyright could enable a small group to establish their control over the trade by controlling the most profitable copyrights."⁴⁹

But not only did the printing monopoly of such bestsellers deprive other stationers from present and future income and working opportunities, the problem was aggravated by the large number of apprentices freed of the company and becoming journeymen between 1571 and 1576⁵⁰ and, additionally, by such illicit practices as the employment of strangers or unpaid apprentices to further lower the expenditures. It was the very *raison d'être* of a corporation to ensure a fair distribution of trading chances, and though the privileged printers were among the most influential in it, the company as a body had to take measures to remedy the situation or at least to show off its preparedness to do so. In October 1577 it was ordered that bookbinders should give priority of employment to English people over strangers and

⁴⁸ Arber I.111.

⁴⁹ Patterson, p. 90.

⁵⁰ Arber II.16.

should work promptly⁵¹, an indication that privileged stationers were sometimes accumulating tasks which they were not able to carry out within a reasonable term. On 27 January 1578 is recorded a petition by the poor men of the company for relief.⁵² Among the claims we find are: that the company should take the necessary steps to provide more work, that people not belonging to the company (or foreigners) should not be given work, and that the numbers of apprentices attached to one stationer should be limited so as to prevent an excessive employment of apprentices at the expense of journeymen.

The ordinance of 1588 was probably the company's most comprehensive attempt to cope with these grievances and to palliate the inequalities. In paragraph 1 it was stipulated that no forms of letters should be kept standing; in paragraph 2, that the number of books per issue (impression) was to be limited; in paragraph 3, that no apprentices should be employed to replace journeymen; in paragraph 4 were noted some exceptions to paragraph 3; in paragraph 5, as seen, if a book were out of print and not reprinted within a suitable time by the copy owner, one impression could be given to any stationer. Paragraph 6 is the stick to the carrot of the preceding paragraphs: if journeymen were still not content, the consequence would be the repeal of the entire ordinance.

The objective of paragraph 5 was to keep piling up of copy within limits. However, monopolizing of copies by delaying the first printing had the same effect as delaying the reprinting of a sold-off edition or, being the malpractice addressed in paragraph 2, the printing of huge quantities. It would have been illogical not to include first printing in the application of paragraph 5. Empirical evidence may be found in the Stationers' Register and the Court Books B and C, that the paragraph was extended to first printing. In an entry of December 5, 1606 we find the clause: "PROVYDED that this cotype must be prynted before Mydsommer

⁵¹ *Records of the Court of the Stationers' Company – 1576 to 1602 ~ from Register B (ie Court Book B)*. Edited by W.W. Greg & E. Boswell. London: The Bibliographical Society, 1930, , p. 3.

⁵² Court Book, p. 4.

next"⁵³. This is somewhat longer than six months but given the fact that the custom was to fix time limits between two feast days, the term of six months was approximated as close as the interval between two feast days permitted. Paragraph 5 also helps to solve another bibliographical and legal puzzle: the printing of the first quarto of *Hamlet*.

Hamlet: Q1 (1603) and Q2 (1604)

The publication history of Q1 and Q2 of *Hamlet* is another riddle which scholars have been unable to explain satisfactorily. James Roberts, to whom the play was entered on 26 July 1602, held *ipso facto* the right of publishing. He did not print it until the latter half of 1604. The publisher was Roberts' long-standing partner Nicholas Ling, to whom at some time between July 1602 and 1604 Roberts must therefore have transferred his right by virtue of the entry of July 1602. It has been passingly mentioned above in connection with the evidencing procedure for authority after entrance that registration of such a transfer was a possibility but not a necessity. But in 1603 a quarto, very different from that printed by Roberts in 1604, was published by John Trundle and Nicholas Ling and printed not by Roberts but by Valentine Sims. If James Roberts still possessed the publishing right, this publication of 1603 constituted an infringement of Roberts' right. It would normally have been punished by the Stationers' Company, which could not and did not tolerate such breaches of their regulations. The exclusivity of the right of publishing was essential to the orderly functioning of the company, which is why infringements of the right of others were called "disorderly printing". In August 1592 the press of Roger Ward was defaced for printing a book belonging by patent to another stationer.⁵⁴ In December 1592 Edward White was penalized for printing *The Spanish Tragedy*, which was Abel Jeffes' copy; Abel Jeffes was penalized for printing the play *Arden of Feversham*, which was Edward White's copy; both were threatened with

⁵³ Arber III.334.

⁵⁴ Court Book B, p. 42.

imprisonment.⁵⁵ In February 1593 Edward White was ordered to stop publishing of a book which belonged to another.⁵⁶ In June 1595 Andrew Wise (who in the course of the following 5 years was to publish five plays of Shakespeare: *Richard III*, *Richard II*, *1 and 2 Henry IV*, and *Much Ado*) was fined for printing a sermon in which he had no right.⁵⁷ In May 1604 Felix Kingston was fined 10s. for infringing the right of John Windet.⁵⁸ But no trace can be found of a fine imposed on John Trundle. The presence of Nicholas Ling complicates the matter. In 1604 Nicholas Ling had been assigned the right in *Hamlet* by Roberts. Ling would have violated the publishing right of his partner John Roberts, though it was likely that the latter would assign it to him. It is possible, likely even, that Ling had already been assigned this right in 1603. By publishing an unauthorized text then, Ling, oddly enough, would have “pirated” his own copy. In his introduction to the Arden edition of the play Harold Jenkins notes: “The participation in Q1 of Trundle, a very much junior partner, with Ling, an established bookseller, together with Trundle’s disappearance when the bad quarto was succeeded by the better, has sometimes led to a guess – it can be no more – that it was he who secured the unauthorized copy...When Roberts entered *Hamlet*, then, in July 1602, with or without the Lord Chamberlain’s men’s blessing, it is to be supposed that what he hoped to print was what he later did print, the genuine text. But before he could do so, he was anticipated by Q1, which led to Ling’s having publication rights and subsequently partnering Robert in Q2”⁵⁹ It is outside the scope of the present work to examine in detail Jenkins’ lengthy account of the publication history. We will instead give a brief account of the misconceptions we observe and then argue that the enigmatic aspects disappear when paragraph 5 is taken into consideration.

⁵⁵ Court Book B, p. 44.

⁵⁶ Court Book B, p. 45.

⁵⁷ Court Book B, p. 51.

⁵⁸ Court Book C, p. 8.

⁵⁹ *Hamlet*. The Arden Shakespeare (ed.) Harold Jenkins. London: Routledge, 1982 (reprint of 1990), pp. 15-17.

The fundamental error in Jenkins' analysis lies in his assumption that Trundle and Ling would have established publishing rights by mere publishing, defeating Roberts' right by virtue of his entrance of July 1602. In a statement of about 1620 the stationer John Bill declares:

“**Bishop** gave to DOCTOR FULKE as also for 40^{li} which Bishop gave him and his Assignees, and this appears by witnesses as also the registry of the Stationers' Hall where this was entered before the master and wardens of the Stationers at a Court then holden as all copies which are bought by Stationers are. *And this entry in the hall book is the common and strongest assurance that Stationers have, for all their copies, which is the greatest part of their estates.*” [our italics]. Ling and Trundle could not defeat the entry to Roberts by mere publishing. There were only three ways the right to a copy established by entrance could be defeated. First, if it afterwards appeared that a previous entry existed (as in the above case of Olney's entry which was crossed out in favor of the previous entry by Ponsonby). Second, if the author complained that he had not given his authorization.⁶⁰ Third, if a publisher unduly delayed the printing or reprinting of a work. Jenkins' afterthought that the manifest proviso in *MoV* is perhaps also latent in *Hamlet* is a lucid insight, but eventually misses the true causality. It is because the proviso was absent from the entry of *Hamlet* that Trundle could publish the so-called bad quarto in 1603. That it was in fact Trundle who procured the copy of Q1 is much more than "a guess," it is a certitude. That Trundle did not incur a penalty need not surprise us. It simply means that he had not acted contrary to the regulations of the Stationers Company. That he did not is clear from paragraph 5 of the ordinance of 1588. In 1603 more than six months had elapsed, and Roberts had not yet printed *Hamlet*. Since the entry lacked a clause similar to that of *The Merchant of Venice*, Roberts' or rather Ling's right

⁶⁰ The case of Bacon's *Essays* in 1597, see Arber II.78 and II.79. Other cases Arber IV.209 (the author Downam against William Bladon), also see *Records of the Court of the Stationers' Company 1602 to 1640*. (Court Book C). Edited by William A. Jackson. London: The Bibliographical Society, 1957, p. 70 (the author John Hayward against the stationers William Stansby and Ambrose Garbrand) and p. 191 the author Thomas Farnaby against the stationers Ralph Roundwait and Christopher Meredith).

could be suspended for one impression if Trundle got hold of a manuscript of *Hamlet*. Obviously, Ling or Roberts had again to wait for the permission of the author, but this was not expressly stated in the entry of *Hamlet*. All Ling and Roberts (who must have already have assigned the right to Ling), could do was either refuse to publish or to print respectively, and to let Trundle have the right for one impression. Ling actually had two options: either he could desist and receive a part of the proceeds (to be fixed by the wardens), or he could directly share in the publication with Trundle. But Ling could not prevent Trundle from publishing one edition of *Hamlet*. When Q2, markedly different from Q1, was published in the second half of 1604, Trundle might have conserved his right in Q1 (if it were not already out of print), but this was now valueless.

Hamlet provides another proof that paragraph 5 was also applied to first printing, as logically follows from the intent of the ordinance of 1588.

Conclusion

Even on the flimsy hypothesis that it was the administrative authority of the Lord Chamberlain which was required, the clause in *The Merchant of Venice* makes no sense. In that case James Roberts would have to wait for this authority but would have kept the right of publishing against any other stationer, such authority being entirely independent of the right to the copy granted by the Stationers' Company. The second part of the proviso, that it should neither be printed by "any other whatsoever," would have been superfluous. This clause uniquely refers to paragraph 5 of the ordinance of 1588. While such a proviso was included in the entry of *The Merchant of Venice* but not in that of *Hamlet*, the unauthorized version Q1 could be published in 1603 against the publishing right of Ling. As the only condition to make void the application of this paragraph 5 was the opposition, the "hindrance" of the author, the logical conclusion is that the Lord Chamberlain, who made the printing conditional upon his license, was in fact the author himself.

Thus, what actually happened on 22 July 1598 at Stationers' Hall was that James Roberts, like John Browne on 11 March 1607 and William Jones on 22 September 1628 (for reprinting), told the wardens that the author reserved the right of the date when the play should be printed, so that paragraph 5 could not be applied, and that the author was the Lord Chamberlain. The clerk then inserted a clause that the permission or license of the Lord Chamberlain was required and chose a wording which made it plain that this paragraph was put out of effect: "not to be printed by James Roberts nor by any other whatsoever", so that Roberts could not be urged to start printing and no other stationer could be given the right to print one edition. The wardens were advised that the sole condition of non-application was fulfilled: pending permission of the author, which was indicated by "licence of the Lord Chamberlain". It was by no means the purpose of the clerk of the Stationers' Company to reveal to anyone the identity of the author. Yet for the wardens to know they could not apply paragraph 5 it was necessary that some reference be made to the only person whose pending permission could bar the application, and that was the author. Thus a trade regulation of the Stationers' Company brings us closer to the identity of the author of *The Merchant of Venice*.

Which Lord Chamberlain?

Finally, who was this Lord Chamberlain? Without doubt, many will answer George Carey, 2nd Baron of Hunsdon. He then would be our author, though nothing in his known history would lend credence to this conclusion. Yet a handy rule of thumb, not without some currency even among historians, has it that the title 'Lord Chamberlain' always refers to the Lord Chamberlain of the Royal Household. When a tenet, be it ever so widespread, leads us to absurd conclusions, it should be re-examined. However, in 1547 Edward Seymour, Earl of Hertford and Lord Great Chamberlain of England, signed the probation of Henry VIII's will⁶¹ in 1547 as "Lord Chamberlain". It was by no means an error. Accounts of coronation

⁶¹ *CSP, Domestic Series, of the reign of Edward VI, Mary, Elizabeth*. Ed. by Robert Lemon. First published : London 1856-1872. Kraus Reprint, Nendeln, Liechtenstein, 1967.

ceremonies reveal further instances. In an official account of the coronation of Anne Boleyn we find: “[Lord *Chamberlain*: John earl of Oxford to give the King water...⁶². In fact, John de Vere, 15th Earl of Oxford, was Lord Great Chamberlain of England. On principle, every Lord holding an office of chamberlain could be referred to in the shortened form “Lord Chamberlain”. In a record on subsidies to be paid by the members of Queen Catherine’s household in the year 1527 is found “The Lord Chamberlain’s servants”; this Lord Chamberlain evidently is William, Lord Mountjoy, chamberlain of the queen’s household.⁶³ Charles Wisner Barrell and Ruth Loyd Miller have both provided sufficient evidence that Edward de Vere, 17th Earl of Oxford Lord Great (or High) Chamberlain of England was sometimes referred to as Lord Chamberlain.⁶⁴ While it is true that “Lord Chamberlain” in most cases referred to is the Lord Chamberlain of the King’s (or Queen’s) Household (which was his complete title), the identity should not be automatically established without regard to the context.

In his classic *The King's Council in England during the Middle Ages* James Foswick Baldwin stated that at the Duke of Gloucester's death in 1447 William de la Pole, Earl of Suffolk, had succeeded him as chamberlain. In a footnote he added: “The chamberlain was the officer who regularly received all petitions addressed to the king, and would be the one to transmit them to the council in the case this was done.”⁶⁵ In fact, the Dukes of Gloucester and Suffolk were Great Chamberlains of England. R. Virgoe remarked that Baldwin had made a mistake here, the offices of great chamberlain and chamberlain of the household being quite different offices.⁶⁶ Who was right and who wrong? Baldwin had studied the documents of the period, Virgoe was just reciting a rule of thumb. Baldwin was right, for throughout the

⁶² *Letters and Papers, Foreign and Domestic of the Reign of Henry VIII*. Vol. VI. Arranged and catalogued by James Gairdner. London: 1882, p. 247.

⁶³ *Ibid.*, Vol. V. Number 2972.

⁶⁴ Looney, John Thomas. *Shakespeare Identified*, Vol. II, edited by Ruth Loyd Miller. Port Washington, NY: Kennikat Press Corp., 1975, pp. 106-121.

⁶⁵ Baldwin, J.F. *The King's Council in England during the Middle Ages*. Oxford: At The Clarendon Press, 1969 (1st edition 1913), p. 191.

⁶⁶ Virgoe, R. "The Composition of the King's Council, 1437-1461" in *Bulletin of the Institute of Historical Research*, Vol. XLIII, 1970.p. 145.

Lancaster and the York period the Great Chamberlain of England was indeed the principal officer of the royal household. Either he or the chamberlain to the king or the vice-chamberlain received the petitions to the king. The same holds true for the period 1540-1553 after Thomas Cromwell's household reform in 1540, as David Starkey has shown.⁶⁷

Once more: the automatic identification of "Lord Chamberlain" as "Lord Chamberlain of the Royal Household" will in most cases be correct; but as any Lord who held an office of chamberlain could be spoken of as "Lord Chamberlain". Finally, a last instance of such a rash identification. In one of his letters John Chamberlain writes: "On Sunday the King gave order at Tiballs [Theobalds, the residence James I bought from the Cecils] that the earle of Arundell shold be sworne a counsaillor which was done upon Tewsdays at Whitehall...The Queene hath long laboured the same honour for the Lord Carew [Baron George Carew of Clopton], so that going to Tiballs on Monday to take her leave of the King that is now gon on his progresse, she brought a warrant to sweare him this day or to morrow: ytt was objected to as an incongruitie that he shold preferred to that place before her Lord Chamberlain but that is salved with a distinction, that he is not made as her vicechamberlain but as a master of the ordinance."⁶⁸ In a footnote the editor mechanically identifies this lord chamberlain as "William Herbert, third Earl of Pembroke", that is, the lord chamberlain of the king's household. Yet not only does John Chamberlain say it is *her* lord chamberlain (the lord chamberlain of the *queen's* household), but in a letter of 6 April 1616 he writes that the vice-chamberlain of the king's household had been sworn of the council: "The day of the Kings going Sir John Digbie was sworne vicechamberlain and of the privie counsaile: what composition he hath made with the Lord Stanhop I know not..."⁶⁹ Pembroke was a privy councillor then, thus there was no incongruity in appointing his vice-chamberlain. Robert Sidney, Viscount of Lisle, was not yet a privy councillor then, though his vice-chamberlain Lord Carew was. Therefore the Lord

⁶⁷ Starkey, David (ed.). *The English Court: from the Wars of the Roses to the Civil War*. London: Longman Group UK Limited. 1987, p. 115.

⁶⁸ Letters, Vol. II, p. [exact page]

⁶⁹ Letters, Vol. I, p. 619.

Chamberlain in this case was the Lord Chamberlain of Queen Anne's household, not of the King's household.

During the reign of Henry VIII there were at some time as many as four lord chamberlains. In 1598 there are only two possible lord chamberlains as candidates for the authorship of *The Merchant of Venice*: George Carey, 2nd Baron Hunsdon, and Edward de Vere, 17th Earl of Oxford.