The Playwright and the Marketplace

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Abstract and Keywords

This chapter examines the gradual re-emergence of professional writing for the stage in England during the later part of the 18th century after an eighteen-year hiatus. It suggests that contemporary conceptions of dramatic authorship were influenced by the institutional changes in the theatrical marketplace. This is because under the renumeration system introduced after the Restoration, the financial reward of the authors was directly dependent upon the quality of the script.

Keywords: playwriting, England, theatrical marketplace, renumeration system, authors, dramatic authorship

the Poets have had too great an Encouragement; for 'tis the Profit of the Stage that makes so many Scriblers, and surfeits the Town with new Eighteen-penny Plays.

A Comparison Between the Two Stages (1702), sig. A4r–v
SOON after the Restoration the king granted patents which established a theatrical duopoly. The production of plays was officially restricted to two companies, the Duke's and the King's. The management, finances, acting personnel, and dramatic repertory of these companies have been extensively studied. The one figure overlooked in histories of Restoration theatre is the playwright. To be sure, scholars have speculated on the earnings of such leading Restoration professionals as John Dryden, Aphra Behn, and Thomas Shadwell, but no attempt has been made to assess the impact of the theatrical duopoly on the economics of playwriting or on the cultural status of playwrights. We have a fairly good understanding of the profession in Shakespeare's time, but what were the conditions of dramatic authorship in the age of Dryden? If the Renaissance witnessed the rise of the professional playwright, the later seventeenth century saw the gradual re-emergence of professional writing for the stage after an eighteen-year hiatus. That process, and its implications for the position of drama in the literary culture of the late seventeenth century, will be my concern in this chapter. Contemporary conceptions of dramatic authorship, I shall argue, were shaped by, and responded to, institutional changes in the theatrical marketplace. Under the system of remuneration introduced after the Restoration, the author's financial reward was directly dependent, at least in theory, upon the quality of the script. That writer stood to earn most whose work was of highest merit. The formal restriction on the number of theatrical venues, and the concomitant shift in patterns of dramatic publication, transformed the cultural standing of playwrights and of their art. A play now appeared in print with the author's name on the title-page and with a prefatory statement by him or her preceding the text proper. No longer a mere supplier of live entertainment, the writer of a play became a figure of authority: a dramatic poet.

Theatrical Benefits
Over 400 new plays were mounted in London in the course of the half-century following the Restoration. We know who the authors of most of them were. The vast majority of the plays appeared in print, though a few survive only in manuscript and a handful are lost. Given that only two acting companies were licensed to perform in the capital during that period, so large a number of new titles is surprising. We might have expected to find, especially in the early years of the restored theatre, a more extensive reliance on pre-Commonwealth scripts. The reason why new plays were in such demand in the 1660s lies in the terms on which the older drama was divided between the two patent companies.
That division was unequal. The theatrical duopoly was predicated on the agreement, enforced by the Lord Chamberlain, that each company had exclusive rights to its own repertory. The King's Company under Thomas Killigrew secured rights to virtually all worthwhile Elizabethan, Jacobean, and Caroline scripts by sustaining their claim to the old King's Men plays. The Duke's Company led by Sir William Davenant had no repertory to fall back on. He was constrained to petition for rights to perform at least some pre-Commonwealth scripts, including his own early plays, in order to keep his theatre open.

(p.14) The property rights in old drama were confirmed in successive royal grants which were worded categorically. The Lord Chamberlain's warrant of 12 December 1660, which was issued at Davenant's request, ruled that 'noe person or persons upon what p'tence soever, shall act or cause to be acted any of those above named...playes upon paine of our high displeasure' (LC 5/137, p. 344). A later grant, dated 20 August 1668, concluded with an equally firm injunction: 'This is the list of the playes allowed to His Royall Highnesse Actors and none other has right to them' (LC 5/139, p. 375). Such direct and rigorous regulation of the theatrical repertory by the authorities discouraged the poaching of plays assigned to the competition.

In the absence of a viable stock of old plays, Davenant had no choice but to start producing new ones. Most of the 'new' shows he mounted were of two kinds: amateur translations from French, Spanish, and Latin by various hands, and his own adaptations of Shakespeare. Seeing his most prized classics play to empty houses when such makeshift novelties drew enthusiastic crowds to Lincoln's Inn Fields, Killigrew reluctantly followed suit. The earliest new offerings put on by the King's Company were largely supplied by genteel amateurs: the patentee's elder brother, William, his friend (and fellow shareholder) Sir Robert Howard, and Sir Robert's brothers James and Edward. The production of these amateur scripts, some of which proved enduringly popular, may have had as much to do with the ambition of the gentleman-authors to see their dramatic essays represented on the stage as with the pressing repertory needs. For the company there was an added incentive toward the acceptance of such offerings: a report that a forthcoming play was written by a knight or an earl might attract, if only on the opening night, a curious audience.
By the season of 1664–5, the King’s Company were as firmly committed to renewing their repertory as the Duke’s. The pattern of competition that evolved in the 1660s boosted the demand for new scripts and furnished a stimulating environment for the re-emergence of the professional playwright. The number of new shows plummeted only when competition disappeared, as it did when the Duke’s and the remnants of the King’s Company formed the United Company in 1682. With the re-establishment of two (p.15) companies in 1695, the number of premières again soared. Although in principle the rights to all pre-1695 plays ought to have remained with the Patent Company operating at Drury Lane and Dorset Garden, Thomas Betterton’s troupe at Lincoln’s Inn Fields were able, unhindered, to produce those earlier scripts. What this meant was that for the first time in the history of the London theatre the same play could be revived by both houses on the same day.

So far as we know, no official document regulated the rights to new plays. Yet the universal understanding seems to have been that the script became the property of the company that first mounted it. Its provider was regularly awarded the net profits of the third night. Davenant is likely to have collected the benefit for the shows he concocted by adapting and translating the works of others. Killigrew, who was perennially in financial straits, probably did the same. (His one ‘new’ play after the Restoration, The Parsons Wedding, was written in 1641, revised after the closure of the theatres, and produced in 1664.) Following the example of Sir John Suckling and Sir John Denham earlier in the century, aristocratic amateurs seem to have waived the benefit. Among them were Roger Boyle, Earl of Orrery; William Cavendish, Duke of Newcastle; Sir William Killigrew; George Villiers, second Duke of Buckingham; and Sir Charles Sedley. Thus Sedley was thanked profusely by Thomas Shadwell for ‘Your late great obligation in giving me the advantage of your Comedy, call’d Bellamira.’

George Granville, Lord Lansdowne is also known to have bestowed the benefit on his friends. ‘If his Friend has had a Third Day to his Satisfaction’, declares the preface to his (p.16) anonymously published The She-Gallants (1696), ‘it is all the end that the Author propos’d to himself (sig. A3v).’ Likewise, a footnote to Granville’s adaptation from Shakespeare, The Jew of Venice, which was produced in December 1700, specifies that ‘The Profits of this Play were design’d for Mr. Dryden; but, upon his Death, given to his Son.’ In the 1680s and 1690s, a number of amateurs, not necessarily with pretensions to nobility, donated the benefit to the actor who brought the play to the stage. In some cases actors apparently demanded a cut, or even insisted that authors turn profits over to them in order to get their plays staged. Such claims brought about a clear dissociation of reputation from monetary gain.
The first dramatist to make a living from the playhouse in the 1660s was John Dryden. With several solo plays to his name, and with a substantial part in three recent hits (The Indian Queen, The Tempest, and Sir Martin Mar-alt), Dryden consolidated his professional success by signing an exclusive contract with the King's Company early in 1668. Under the terms of this agreement, Dryden committed himself to supplying the actors with three scripts a year. In return, he was guaranteed one and a quarter shares in the company's profits. Dryden's income was further supplemented by a salary, not always easy to collect, that came with his appointment in April of the same year to the Laureateship left vacant upon Davenant's death. But Dryden was not typical of the class of professional playwrights who (p.17) came to dominate the period. His position as sharer and Laureate afforded him, at least initially, a measure of financial security denied to those such as Thomas Shadwell, John Crowne, Elkanah Settle, Aphra Behn, and Edward Ravenscroft, all of whom began writing regularly for the theatre in the late 1660s or early 1670s. By 1678 even Dryden's sharing arrangement had come to an end amid charges against him of dishonesty and ingratitude. He had opted for a potentially more lucrative benefit at the prosperous Duke's House in preference to unpaid shares in the faltering Kings Company and to the benefits only grudgingly allowed by his contractual employers.12

What, then, was the position of an individual writer in the restored theatrical marketplace? How did it differ from that of pre-Civil War playwrights? Before 1642, professional dramatists such as John Fletcher, Richard Brome, James Shirley, and Philip Massinger had a number of obligations to the company to which they were attached. They were required to provide an agreed number of scripts, to revise old ones by other authors, and to pen prologues and epilogues for forthcoming premières and revivals.13 Their remuneration comprised a salary and the proceeds from one day in the play's initial run, usually the second or third. Regular professionals with no fixed attachment to a company received a flat fee upon delivery of the script, though cash advances were common. By the early seventeenth century, they too had been granted a benefit. Even unattached playwrights could command a degree of economic security. With their scripts routinely commissioned beforehand and approved before the composition was completed, these writers were spared the worry of deciding where to offer their wares. Even if the script were eventually judged inadequate by the actors—in itself a rare occurrence—there existed other possibilities of reward, for pre-Civil War London boasted as many as five commercial theatres.14
By contrast, the later seventeenth-century marketplace offered less professional security to men and women who hoped to earn a living (p.18) by writing plays. The number of theatrical venues was heavily reduced. There were no more than two fully fledged companies in operation at any one time, and for thirteen years, from 1682 to 1695, the United Company monopolized the market. (The two Nurseries and George Jolly's short-lived theatrical venture tended not to stage new shows.) The nature of financial remuneration for plays changed in several key respects. In place of the regular salary enjoyed by pre-Restoration house playwrights, a few attached professionals such as Settle or Crowne were paid a cash retainer which gave the company the right of first refusal. Advantageous though the arrangement was to the company, it left the writer uncertain as to the production prospects of the play he or she submitted to them for perusal. As the attachment to the company loosened, however, the players were increasingly hard-pressed to maintain their hold even on those dramatists who were contracted to write exclusively for one company. This the King's Company found to their cost when they failed to prevent Dryden's defection to the competition with a sure-fire script in hand.  

When a play was judged promising enough by those in charge of repertory decisions to be staged, the author's share amounted to the proceeds of the third night (if the show lasted that long) minus the house charges. The same benefit formula obtained for freelance writers such as D'Urfey and Ravenscroft. Unlike their counterparts earlier in the century, they were not entitled to a fee for a script prior to performance. Except for the cash retainer, then, the terms for rewarding attached professionals and freelance professionals were identical. The two groups were also alike in that members of both of them composed uncommissioned scripts. And, as the few recorded instances of commissions for plays demonstrate, the company which issued the commission felt in no way compelled to bestow it on a house playwright. For instance, the King's Company commissioned Thomas Shadwell to adapt Molière's L'Avare in 1671–2, even though he was a stipendiary of the Duke's Company.
What were the economic and commercial implications of the third-night benefit? The arrangement was naturally a boon to the company. No longer under an obligation to purchase the script with ready money, they were in a position to recoup a fair portion of the initial costs of mounting a play (for example, the price of new costumes and scenery) on the first night of the new production when ticket prices were usually raised. (Of course, plenty of plays had no new scenery or costumes; these were simply pulled from stock, which reduced the production costs to rehearsal time and nightly incidentals.) Theirs was also the prerogative to decide whether to terminate the run of an unpromising piece and revive a stock favourite instead. On the benefit night the interest of the company took precedence over that of the author; for the house charges were deducted from the total of the day's receipts before any cash was paid out. But authors too stood to gain from this system of remuneration. Having invested their time and intellectual capital in composing their scripts, they were given opportunities to influence the production of their plays. They customarily supervised rehearsals and exercised a degree of control over casting and scenery. (In the earlier period only actor—playwrights or attached professionals were in a position to oversee rehearsals of their plays.)

With their financial return being directly dependent upon the reception of the play by the audience, writers had a pecuniary interest in filling the theatres. Great bills advertised premières and specified the benefit night, but neither the bills nor, so far as we know, the spoken announcement of the next day's offering given out in the theatre mentioned the name of the author. (The unprecedented publicity accompanying the revival of Congreve's *The Double-Dealer* in March 1699 drew from Dryden the tart comment: 'the printing an Author's name, in a Play bill, is a new manner of proceeding, at least in England'.) So playwrights alerted friends and acquaintances to the première and the date of the benefit performance. They also sold tickets, sometimes at higher than standard prices. The author acted as script writer, director, and marketing agent. His or her personal stake in the success of the show was boosted in the 1690s with the introduction of a second benefit, on the sixth night of the opening run. After 1700 dramatists normally received the proceeds from every third performance throughout at least the first nine nights.

The later seventeenth-century playwright was no longer an employee of the company, as most of the pre-Commonwealth playwrights had been, but an entrepreneur and an investor of sorts. Although his or her long-term income from the theatre may not have been as stable over the years as that of early seventeenth-century professionals, the author's potential profit from any one play could well have exceeded theirs, not least because the practice of collaborative playwriting which entailed the division of profit among the contributors was now virtually defunct. The loss of what we would today call job security was compensated for by an unprecedented opportunity for a speculative investment of one's talent, time, and skill in the hope of earning an equally unprecedented financial return.
Publication and Patronage
The playwright's growing social and economic visibility was cause and consequence of the evolution of benefit arrangements. The rise in the cultural status of dramatic authorship, too, was stimulated by the reconstitution of the theatrical marketplace after the Restoration. A development of decisive importance was the acquisition by playwrights of the unrestricted right to publish their scripts. Prior to the Civil War, the writer forfeited any subsequent rights in the script upon the sale of a copy to the actors. If and when it would see print was up to a company, not the author. Companies tended to withhold their scripts from the press, especially the most popular ones. They adopted various techniques to this end, such as the insertion of prohibitive clauses into their contracts with the writers attached to them and written appeals to the Lord Chamberlain for protection.
Whether the keeping of plays which were still in active repertory out of print was meant to prevent rival companies from producing them, or whether a play's availability in print was taken to diminish its attractiveness on the stage, has been much debated. Recently Roslyn Lander Knutson has questioned the former view, Peter W. (p.21) M. Blayney the latter. Knutson has argued that acting companies competed by commissioning plays on subjects similar to those which had succeeded elsewhere rather than by pirating the original hits. Blayney has demonstrated that the publication of plays was neither a major nor a particularly lucrative sphere of the late sixteenth- and early seventeenth-century book trade, and has inferred that, in the absence of a strong demand for printed playtexts, companies had nothing to fear. Yet there is evidence that some of those concerned thought otherwise. This evidence pertains to an acting company's right both to perform a script and to control its reproduction in print. From the records of Sir Henry Herbert, Master of the Revels, we know that in the summer of 1634 the Kings Men complained about other companies' interpolation into revivals of material featuring witches. That subject had been made topical by recent witchcraft trials, and the King's Men themselves intended to exploit its topicality in *The Late Lancashire Witches*, a play they had commissioned Richard Brome and Thomas Heywood to write. The petition which the King’s Men filed with the authorities on 20 July demanded ‘prohibition of any other till theirs bee allowed & Acted’. Given the company's prompt and uncompromising protest against reduplication by others of material they had not yet used, it is hard to imagine that the King’s Men or any other company would have tolerated the piracy of a whole play of theirs (for which they would have paid the Master of the Revels a licensing fee). The correspondence of successive Lord Chamberlains shows moreover that throughout the early seventeenth century the King's Men considered protection of their scripts from publication a vital precautionary measure. Philip Herbert, fourth Earl of Pembroke's letter of 10 June 1637, which confirms that the problem had existed during his brother William's term of office in the early decades of the century, is especially revealing:
Wheras complaint was heertofore presented to my Deare brother & p\textsuperscript{r}decessor by his Ma\textsuperscript{tes} servantes the Players, that some of the Company of Printers & Stationers had procured, published & printed diuerse of their bookes of Comaedyes. Tragedyes Cronicle Historyes, and the like which they had (for the speciall service of his Ma\textsuperscript{tye} & for their owne vse) bought and provided at very Deare & high rates. By meanes wherof not onely they themselves had much p\textsuperscript{r}iudice, but the booke much corruption to the injury and disgrace of the Authors, And therupon the Masters and Wardens of the company of printers & stationers were advised by my Brother to take notice therof & to take Order for the stay of any further Impression of any of the Playes or Interludes of his Ma\textsuperscript{tes} servantes w\textsuperscript{h} out their consentes. Which beeing a caution giuen w\textsuperscript{h} such respect & grounded on such weighty reasons, both for his Ma\textsuperscript{tes} service and the particular interest of the Players...it might haue been p\textsuperscript{r}ummed that there would haue needed noe further Order or direcon in the busines: Notwithstanding which I am informed that some Coppyes of Playes belonging to y\textsuperscript{e} King & Queenes servantes the Players, & purchased by them at Deare rates, hauing beene lately stolen or gotten from them by indirect meanes are now attempted to bee printed & that some of them are at y\textsuperscript{e} Presse & ready to bee printed, which if it should be suffered, would directly tend to their apparent Detriment & great p\textsuperscript{r}iudice & to the disenabling of them to doe their Ma\textsuperscript{tes} service...\textsuperscript{24}

We may doubt the sincerity of the actors’ regard for the authors or the accuracy of their estimate of the outlay on scripts, but that they (p.23) saw publication as inimical to their commercial interests is beyond dispute. Nor were the authorities unsympathetic to their cause. Essex, Herbert’s successor as Lord Chamberlain, took it up in a letter to the Masters and Wardens of the Stationers’ Company of 7 August 1641:

The players...haue addressed them selues vnto mee as formerly to my p\textsuperscript{r}decessors in Office, complaining that some Printers are about to Print & publish some of their Playes which hetherto they haue beene usuall restrained from by the Authority of the Lord Chamberlain. Their Request seemes both iust and reasonable, as onely tending to preserue them Masters of their proper Goodes, which in Justice ought not to bee made common for another mannes profitt to their disadvantage.\textsuperscript{25}

For the King’s Men, who had succeeded in thwarting Thomas Pavier’s attempt to publish a Shakespeare collection in 1619, the publication of the First Folio in 1623 was effective publicity. By that time however, as Blayney himself has admitted, Shakespeare’s plays had largely disappeared from the repertory.\textsuperscript{26} Those by Fletcher continued to draw audiences. As many as thirty-four of them remained unprinted until 1647, a fact which would seem to support the view that keeping popular plays out of print was advantageous to the players.
In the context of the post-1660 theatrical duopoly, publication in no way endangered a company’s performance rights. When printed, a play did not fall into the public domain, for a rival company was barred from mounting it. In the absence of any evidence to the contrary, we may assume that the management felt no urge to retain control over the reproduction of the manuscript. Even attached professionals seem to have been free to have their plays printed. Their contracts presumably contained no provisos comparable to the one to which Richard Brome had been obliged to subscribe earlier in the century in his contract with Salisbury Court in August of 1638, which explicitly denied him the right to sell his play scripts to a bookseller.\(^{27}\) It stipulated that the playwright ‘should not suffer (p.24) any playe made or to bee made or Composed by him for yo’ subjects or their successors in the said Companye in Salsbury Courte to bee printed by his Consent or knowledge priytye or dirrecon without the Licence from the said Companie or the Maio’ pte of them’.\(^{28}\) By the 1690s the lag between the première and the publication of a play had narrowed to less than a month.\(^{29}\) The rapidity of publication may have troubled the companies. We have knowledge of one case in which a company bound the author to defer printing as a condition of its purchase of the performing rights. A contract of 29 October 1696 between Colley Cibber and Christopher Rich, the governor of the Patent Company, guaranteed Cibber ‘the sole Bene-fitt of Printing such Play [Womans Wit]: But he is not to suffer it to bee Printed till a month next after it shall bee first acted’ (LC 7/3, fos. 76–7).

After the Restoration, playwrights were at liberty to sell their copies to publishers. In the absence of statutory authorial copyright, the transaction of sale confirmed the playwright as owner, that is, as the party \textit{de facto} entitled to dispose of the copy. The authors property in the manuscript also emerged as distinct from the rights to performance vested in a theatrical company. Although the sums of money involved were apparently too insignificant for the actors to mind, the payment from the bookseller did provide the author with a supplement to the uncertain theatrical benefit.\(^{30}\) Genteel amateurs would, as a matter of course, forgo the payment, but would expect to be consulted before printing began and, afterwards, to receive a batch of printed copies for presentation to friends and patrons. Katherine Philips’s correspondence provides a good example. In a letter dated 15 April 1663, Philips notes that Henry Herringman, a London publisher, had asked her permission to reprint her \textit{Pompey}. Two months later, on 3 June 1663, she expresses dismay that another \textit{(p.25)} member of the trade, John Crook, has proposed to issue an unauthorized edition: ‘If Crook will reprint it he ought to give me some Copies; if he will not, why should he quarrel with one that will?’\(^{31}\) By the early eighteenth century, publishers had begun to negotiate for copy prior to the opening night and popular writers were able to bargain for more than their less well known colleagues.\(^{32}\)
The printed play enabled the playwright to insert a dedicatory address to a wealthy and generous patron, or one with the power to be of assistance in other ways. Without the expedient of a printed dedication, the tribute to the potential benefactor would have been notably less effective. Philips agonized at length over whether to include a printed dedication to the Duchess of York in the London edition of *Pompey*. Professional writers had no such qualms.

The public nature of the commendation accompanying the gift and imprinted in each copy of the playbook endowed it with a permanence and prestige unparalleled by any other form of address. In the earlier part of the century, John Fletcher had enjoyed the munificence of the Huntingdons without ever having dedicated a published play to his patrons. For the late seventeenth-century playwright, by contrast, the relationship between patronage and print was one of absolute interdependence: the favour of the great had to be courted and its receipt celebrated through the public medium of the printed epistle. About half of the plays published in the period were prefaced with elaborate panegyrics designed to elicit a financial bonus, however modest.

The cash donation, and hospitality at a nobleman's country estate, were not the only types of reward that a well-turned dedication might yield. The royal coffers lacked the resources to sustain a liberal patronage of the arts in general and of the theatre in particular. Neither was the largesse of the Renaissance nobility matched by the Restoration élite. Yet the support of the right sponsor, one with social or political leverage or with playhouse connections, might be helpful in ensuring the acceptance of a script by a company, in swelling the attendance on the poet's night, or in eliciting royal favour. A timely appeal to the theatre-loving king, moreover, might result in a royal request for a performance at Court. Though the presentation of one's play at Whitehall did not necessarily produce immediate material profits, it might bring the author to the attention of the genteel spectators and enhance his or her literary reputation. Last but not least, an influential patron might intervene on behalf of a dramatist whose script fell into censorship difficulties, or extend political and financial protection to a writer at odds with the government. The Earl of Dorset assisted Thomas Shadwell, a Whig, during the Tory ascendancy in the early 1680s; after the Revolution of 1688–9 he helped Dryden, a Catholic and a Jacobite.

Professional dramatists were not the only beneficiaries of patronage after the Restoration. Roger Boyle, Earl of Orrery, was a nobleman whose plays secured him credit with the king and official preferment. Orrery's protegee, the amateur lady writer Katherine Philips, likewise undertook to capitalize on her playwriting, or, rather, play-translating, in a bid to mend the fortunes of her politically disgraced husband. The plays of the courtiers the Earl of Rochester and the Duke of Buckingham, though not written to obtain royal patronage, raised the standing of the drama by associating it both with the Court and with nobility.
The Literary Standing of Plays

In the earlier part of the seventeenth century, drama was first and foremost an oral form. The Jonson and Shakespeare folios notwithstanding, the cultural status of plays was low. Playwrights were regarded—and, though Jonson is an obvious exception, seem generally to have regarded themselves—as providers of ephemeral entertainment rather than as creators of enduring art. In the late 1640s and 1650s orality gave way to the textuality of the printed page. Although the Puritan authorities never succeeded in eradicating all theatrical activity, the official ban on play-acting effected a notable reversal in the manner of transmission and consumption of plays. Play publishing boomed: the playbook replaced live performance; reading supplanted watching. Removed from the undignified sphere of theatrical production, plays began to acquire a new cultural respectability, which was further reinforced by the close association of drama with the royal cause.

Upon the resumption of legitimate acting in 1660, the realization of the performative potential of plays was again possible. Even so, the literary reputation of the drama continued to grow. It became the norm for new plays to be published. As early as 1668, in the preface to his tragedy The Usurper, Edward Howard observed that ‘the Impression of Plays is so much the Practice of the Age, that few or none have been Acted, which fail to be display’d in Print; where they seem to put on the greater formality of Authors’ (sig. A2r). Having commented on the ubiquity of plays in print, Howard diffidently admitted responsibility for having brought his own work to the press: ‘I have Adventur’d to be Companion in the Impression of this Poem’ (sig. A2r). In the years after the Restoration, authors increasingly participated in the process of publication. They supplied Latin mottoes for the title-pages, or wrote dedications and/or critical prefaces, or read the proofs. Printed plays were widely designated as poems. ‘Epistles and Prefaces have of late been so much in fashion’, facetiously remarked Francis Kirkman in his own preface to a collection of drolls, ‘that very few Dramatick Poems, Vulgarly called Plays, have been published, but what have been Ushered by those Customary Apologies.’

Thus drama was elevated to the status of poetry. The affinity between ‘Heroics’ and ‘Dramatics’ enunciated by Davenant in the preface to Gondibert (1651), and broadened, in Thomas Hobbes’s answer, to include pastoral poetry and satire, was made definitive by Thomas Blount in his dictionary, Glossographia (1656). Blount’s entry on ‘Poesy’ is an extended, and openly acknowledged, citation of Hobbes:
Poesy (poesis) a Poets work, Poetry; There are six sorts of Poesie; The Heroick Poem Narrative is called an *Epique Poem*; the Heroick Poem Dramatique, is *Tragedy*; The Scommatick Narrative, is *Satyre*; Dramatick, is *Comedy*; The Pastoral Narrative, is called simply *pastoral* (anciently *Bucolique*); the same Dramatique, *Pastoral Comedy*. The figure therefore of an *Epique Poem*, and of a Tragedy ought to be the same; for they differ no more, but that they are pronounced by one or many persons. Mr. *Hobbs* before *Gondibert*.50

The discursive elevation of dramatic genres, both serious and comic, was carried on after the Restoration. It is implicit both in Dryden's description of ‘an Heroick Play’ as ‘an imitation, in little of an Heroick Poem’,51 and in his and others’ stated preference for rhyme. Rhyme was held to distance dramatic dialogue from the prose of everyday converse more effectively than blank verse. The valuation of rhyme was a reflection of the high esteem in which serious drama was held. Tragedy and comedy were in one sense rivals, in another partners. For the comic idiom was itself exalted by the linguistic virtuosity and wit of its repartee. In an age which spectacularly failed to fulfil its own cultural aspirations and produce an epic, and which was inundated with occasional poetry, much of it satirical and bawdy, the stature of drama, especially tragedy, was clearly on the rise.

Perhaps the most salient testimony to the growing literary status of plays is the scope and range of late seventeenth-century criticism which took drama as its object of analysis. The earlier period had not generated a body of critical writing on the drama beyond sporadic dedications, a cluster of commendatory verses, and a few defensive apologies for the stage. The later seventeenth century saw the emergence of a more systematic (and increasingly professional) enquiry into the principles of the dramatist’s art.52 Such an enquiry was only possible once the item to be analysed—the play—was readily accessible in print so as to be studied together with, and compared to, other specimens of the genre.

Dramatists, no longer semi-anonymous scriptwriters or mere suppliers of live entertainment, as their early seventeenth-century predecessors had been, were increasingly thought of as individuals who carried their own identity and authority, and from whom the printed artefact originated. Their rising stature—in Edward Howard's phrase ‘the greater formality of Authors’—was affirmed by the surge of interest in their lives which characterizes the later seventeenth century, and by the proliferation of biographical accounts of the ‘English Dramatick Poets’.53 It was affirmed too by the appointment, unbroken over nearly two generations, of a succession of Poets Laureate, from Davenant, Dryden, and Shadwell to Tate and Rowe, who were professional men of the theatre even if their plays may not always have been the only reason for their elevation.
The author's stake in his or her script was implicit, as we have seen, both in the benefit arrangement with the theatrical company and in the bargain with the bookseller. Yet this ownership was not officially recognized by law or demonstrable upon display of a deed of entitlement. Once the benefit day was past and the play entered in the Stationers' Register, the performance rights belonged to the company and the right in copy to the publisher. The playwright had no further claim to either. The company might consult an experienced writer such as Dryden about some details of production or casting when a piece of his was to be revived; and the publisher, swayed by the commercial appeal of novelty, might countenance authorial revisions and alterations prior to bringing out a new edition. But the dramatist had no formal or independent say in or control over the future fortunes of a play on the stage or in print.

Notwithstanding the lack of further rewards following (p.31) performance and publication, by the end of the seventeenth century playwrights had come to enjoy substantially improved circumstances. The patent duopoly and the enforcement of exclusive performance rights by the Lord Chamberlain had created conditions in which theatrical companies permitted writers to sell scripts to publishers for their own profit. The regular publication of plays had in the course of a generation helped to give the drama the status of literature. Playwriting could now be taken seriously by writers with literary pretensions. Of the other genres open to them, the novel was far from respectable, while poetry, though respectable, was not a paying proposition. 'All other Poetry (Dramatick only excepted,) turns to so little Account', observed George Powell, actor-cum-playwright, ‘that the Toyl's as hopeless as labouring for the Philosophers Stone; the Undertaker is certain to gain nothing by it’.54

Not until 1710 were authors formally recognized as legitimate copyright-holders by Queen Anne's Act for the Encouragement of Learning. And not until 1774 were the provisions of the Act clarified in the courts, and the claims of publishers to perpetual copyright demolished. Yet between 1660 and 1710 a quiet revolution had occurred. Plays had become valuable commodities. A single benefit in the small playhouses of the 1660s is unlikely to have yielded more than £50. Two or even three benefits in the larger theatres of the years around 1700 could amount to as much as £150 or even £200. A fee from a publisher added anything from £10 to £50 or more.

Thus rising profits and the growing prestige of dramatic poetry combined to elevate the status of play writing at century's end. That development, we shall now see, took place against a background of mounting public discussion of the status and methods of playwriting.

Notes:
(1) Bentley, Profession of Dramatist.

In January 1669 the King’s Company received a grant affirming their property in 108 of these old plays. The titles in question were listed in ‘A Catalogue of part of his Ma[les] Servants Playes as they were formerly acted at the Blackfryers & now allowed of to his Ma[les] Servants at y[e] New Theatre’ (LC 5/12, pp. 212–13).

Mongi Raddadi, Davenant’s Adaptations of Shakespeare (Uppsala: Almqvist & Wiksell, 1979).


See e.g. the prologue to Sir John Denham’s The Sophy (1642): ‘But Gentlemen, if yee dislike the Play, | Pray make no words on’t till the second day, | Or third be past: For we would have you know it, | The losse will fall on us, not on the Poet: | For he writes not for money...’ (sig. A2r).

The Tenth Satyr of Juvenal (London, 1687).

The Genuine Works in Verse and Prose, 2 vols. (London, 1732), ii. 133. No such explanation is given in the first edition of the play in 1701, but a note in Granville’s Three Plays, Viz. The She-Gallants, A Comedy. Heroick-Love, A Tragedy. And The Jew of Venice, A Comedy (London, 1713) specifies that ‘The Profits of this Play were given to Mr. Dryden’s Son’ (p. 178).

Hume, ‘Origins of the Actor Benefit’, 103–5. The Cornish ComedyBonduca: or The British HeroineThe Fatal Discovery; or, Love in RuinesA New Opera; Called, Brutus of Alba: or, Augusta's TriumphKing Edward the Third"Courtship A-la-mode"
According to Winn, the Duke’s Company may have attempted to secure Dryden as their house playwright, but their offer (if indeed they made one) was topped by the competition.


Bentley, Profession of Dramatist, 88–144.


Sir William Killigrew’s The Imperial Tragedy is the only play known to have been premièred at a Nursery. See Langbaine, Account, 535; cf. Annals, 172–3.


Letters, 113.


MSC II, part 3, 389–90).
(23) New plays were licensed for performance by a given company and a fresh licence had to be obtained for old or revised scripts. Herbert's typical entry reads: 'For the Cockp: comp: A new P. call: The city Nightcap writt: by Damport 14 Oct. 1624. i.li.' (Bawcutt, Control and Censorship, 156).


(25) MSC II, part 3, 398.


(27) Renaissance Drama G. E. Bentley has conjectured that such contracts probably bound earlier attached professionals (Profession of Dramatist, 112 et passim).


(31) Letters from Orinda to Poliarchus (London, 1705), 127, 158.


(38) Unlike Charles II, James II did occasionally make small payments to a favourite writer. For example, John Crowne received £20 each for Sir Courtly Nice and Darius (LC 5/148, pp. 64, 195). For a review of amateur theatricals at Court and a list of plays performed professionally at Whitehall see Eleanore Boswell, The Restoration Court Stage (1660–1702). With a Particular Account of the Production of ‘Calisto’ (London: Allen & Unwin, 1932, repr. New York: Barnes & Noble, 1966).

(39) Brice Harris, Charles Sackville, Sixth Earl of Dorset, Patron and Poet of the Restoration (Urbana, Ill.: University of Illinois Press, 1940), 122–6.

(40) See the Historical Preface to Orrery, Dramatic Works, ed. Clark, i. 3–60; Nancy Klein Maguire, Regicide and Restoration: English Tragicomedy, 1660–1671 (Cambridge: Cambridge University Press, 1992), 164–89.


(43) Hotson, Com monwealth and Restoration Stage, 3–166.


(48) *The Wits, or, Sport upon Sport*, Part II (London, 1673), sig. A2r.


(50) (London, 1656), sigs. Hhiv–Hh2r.


(53) For instance, Langbaine, *Account*; Gildon, *Lives*; Jacob, *Poetical Register*. Jacob’s *An Historical Account of the Lives and Writings of Our most Considerable English Poets, whether Epick, Lyrick, Elegiack, Epigramatists, &c* (London, 1720) was the first compilation to provide an account of non-dramatic poets and was clearly modelled on his own and his predecessors’ volumes on dramatists. Jacob’s two compilations were soon reissued under a common title: *The Poetical Register: or, The Lives and Characters of All the English Poets. With an Account of their Writings*, 2 vols. (London, 1723).
(54) The Treacherous Brothers (1690),

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