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Writing a Play with Robert Daborne

*Lucy Munro**

This chapter looks at a form of document about the theatre that is often overlooked because few examples survive: the letter. Specifically, it explores a set of letters written by the playwright Robert Daborne to the theatrical financier Philip Henslowe in 1613–14, letters that trace the often messy and protracted processes through which Daborne's plays reached the stage. They concern plays written for Lady Elizabeth's Men, a company payrolled by Henslowe, who also acted as their business representative in contexts such as the commissioning of plays.¹ Daborne worked on six plays between April 1613 and March 1614, the period around which most of the letters cluster: the tragedy *Machiavel and the Devil* (April–late June 1613); *The Arraignment of London*, written with Cyril Tourneur (c. June 1613); a collaboration with Field, John Fletcher and Philip Massinger, which may have been *The Honest Man's Fortune* (c. July–August 1613); *The Bellman of London* (August 1613–c. January 1614); *The Owl* (November 1613–March 1614); and *The She Saint*, which he started

writing in March 1614.² All of these plays except *The Honest Man's Fortune* are now lost.

The letters often refer to other pre-performance documents, now lost: source materials; plots; contracts; sheets of plays in draft, 'fayr written' and revised versions; parts and playbills.³ As scholars such as W. W. Greg, G. E. Bentley, Grace Ioppolo, Tiffany Stern and Bart Van Es have explored, they provide important insights into both the idiosyncrasies of Daborne's experience of playwrighting and the dynamics that informed industry-wide processes through which plays were commissioned and written.⁴ At the same time, they evoke vividly the lived experience of writing plays for someone like Daborne, beset by financial pressures, ill health and a host of familial and legal engagements. Bringing the letters into dialogue with some hitherto overlooked documents that shed light on the origins of Daborne's writing career and his legal problems in 1613–14, this chapter will also explore a key question asked by this volume: what was text and what performance? As documents that emerged from a complex set of professional, emotional and bodily experiences, Daborne's letters deal with performance in two ways: they are directed towards the ultimate performance of the plays they help to propel into existence, and the financial and aesthetic rewards that performance will bring; and they are performances in themselves, aiming to produce short-term financial gain in the shape of advances or loans.

In order to trace these interactions, this chapter imagines Daborne as the author of a self-help manual for the aspiring Jacobean playwright, dealing with the complete process from the acquisition of sources through financial negotiations and drafting to the submission of the final manuscript of the play. We might imagine his manual beginning thus:

WRITING A PLAY

Pithy Counsel for all Seekers After Wit and Profit

By *Robert Daborne*, gent.

The first step: Seek out a book to assist thy labours

Daborne asks Henslowe on more than one occasion to provide him with books that are apparently to be used as source material for plays: 'if you will let me have *pervsall* of any other book of *yours* I will after ffryday intend it speedily & doubt not to giv you full content' (Article 73; Greg, 69); 'send me the Book you promysed' (Article 87; Greg, 77). The relationships between these 'books' and Daborne's plays have not been precisely delineated: the title of *The Bellman of London* suggests that his source was Thomas Dekker's pamphlet, but *The Owl*, to which Daborne may refer when he mentions 'my other [play] out of *your* book' (Article 91; Greg, 79), probably did not draw heavily on Drayton's satire of that title, which is 'as rich in obscure satirical allegory as it is poor in narrative interest'.⁵ There was clearly, however, a close relationship between Daborne's reading and writing, and the letters also suggest that company managers or financiers may routinely have lent books or other source materials, such as older playbooks, to playwrights. Sarah Wall-Randall discusses in her chapter in this volume the possibility that there were 'company libraries', and further evidence of such collections of books may survive in a previously unknown inventory of the household goods of Elizabeth Condell, apparently drawn up after her death in 1635, which includes 'one booke called the ffayry Queene [. . .] one booke called the Turkish history one booke called Jeffery Chaucers works one booke called Decameron'.⁶ Elizabeth was the widow of a longstanding member of the King's Men, Henry Condell, and it is possible that these books – which served as sources for a number of early modern plays – were among the resources available to playwrights working for the King's Men.

The second step: Enter into conference about thy plot

Plays emerged not only from reading but also from conversations between writers. ‘Mr. Dawborne and I’, Nathan Field wrote to Henslowe around June 1613, ‘haue spent a great deale of time in conference about this plott, *which* will make as beneficiall a play as has come these seuen yeares’ (Article 100; Greg, 84). As noted above, it is not unlikely that the play that Daborne and Field were plotting together was *The Honest Man’s Fortune*, written in 1613, in which only the hands of Field, Fletcher and Massinger have so far been traced. This may mean that Daborne’s contribution to the play was limited to what Stern calls the ‘Plot-scenario’, especially given that he also worked on three other plays, *Machiavel and the Devil*, *The Arraignment of London* and *The Bellman of London*, in summer 1613.⁷ If so, conversation or ‘conference’ was potentially as valuable to dramatists as writing itself and, something that Daborne perhaps had in mind when he wrote to Henslowe around August 1613 asking for an additional 10s. because ‘I did think I deservd as much mony as mr messenger’ (Article 76; Greg, 70–71).

The third step: Set a price for thy labour

Whether or not Daborne was granted his extra 10s., by the early 1610s £20 seems to have become the standard total price of a new play. Daborne agreed this amount for *Machiavel and the Devil* in April 1613, and he probably expected to get the same for *The Arraignment of London*, as he tells Henslowe that he could ‘have 25^l for it as some of *the* company know’ (Article 81; Greg, 73–74). Later in the year, however, Daborne agreed to take ‘but twelv pownds and the overplus of the second day’ (that is, a share in the profit from the second performance) for *The Bellman of London* (Article 84; Greg, 75). Greg notes that this is ‘low for a new play’ and asks ‘[w]as it a re-writing of an old piece?’ (75), but Daborne’s comments

suggest that he cut his price and deferred some of his earnings in order to secure money to deal with an immediate emergency. '[G]ood sir', he tells Henslowe explicitly, 'consider how for *your* sake I hav put my self out of the assured way to get mony and from twenty pownd a play am come to twelv', pleading with the other man 'in my extremity forsake me not' (Article 84; Greg, 75). In December he offered *The Owl* for 'but ten pounds & I will vndertake vpon the reading it your company shall giv you 20^l rather then part with it' (Article 91; Greg, 79). Here there is no mention of the 'overplus', perhaps because Daborne's financial need was pressing him even further; in an undated letter belonging to the same period he tells Henslowe emphatically 'if you doe not help me to tenn shillings by this bearer by the living god I am vtterly disgract' (Article 95; Greg, 81).

The fourth step: Enter into bonds for the true fulfilment of thy promise

On 17 April 1613, Daborne drafted and signed a memorandum stating that 'before *the* end of this Easter Term' (i.e. 31 May) he would 'deliver in his Trageody cald matchavill & *the* divill into *the* hands of *the said* phillip' for £20 in instalments (Article 70; Greg, 67). On the same day Daborne and Henslowe signed a Latin bond in which Daborne agreed to pay Henslowe the sum of £20; a note in English on the back of the bond states:

The Condicion of this obligacion ys suche That if the within
[^]r bounde Robert daborne his executors or assignes doe
 deliuer vnto the within named Phillipe henslow his executors
 or assignes one playe called Machivell and the divell vppon
 or before the last daie of Easter terme now next ensunge
 the daie of the date of theise presentes within written,
 accordinge to a memoraindum or note made vnder the
 hande of the saide Robert daborne of the daie of the date
 of theise presentes within written, without fraude or Coven,

That then this present obligacion to be voyde and of none effect, Or els to stande and be in full force and vertue.

(Article 71; Greg, 68)

The English text is not a translation of the Latin text, as some have assumed; instead, it supplies the crucial terms under which Daborne would be released from his bond. If he delivers *Machiavel and the Devil* to Henslowe by the end of Easter Term he will receive a total of £20 in instalments; if he does not deliver the play in a timely fashion, he will owe Henslowe £20. Henslowe later adopted a similar approach for *The Owl*, but he increased the stakes; on 10 December 1613, Daborne bound himself in the sum of £40 for the delivery of ‘one plaie fullie perfected and ended Called by the name of the Oule [...] att, or vppon the tenth daye of ffebruarie next ensuinge’ (Article 92; Greg, 80).

These bonds were apparently part of a broader practice. New evidence allows us to trace Daborne’s association with the theatre industry back to 27 September 1606, when he bound himself in the sum of £50 to Robert Keysar, then the manager of the Children of the Queen’s Revels at the Blackfriars playhouse.⁸ The idea that this bond secured the composition of a play or plays gains strength if we look at Keysar’s other financial engagements around this time. On 6 May 1606, Thomas Middleton bound himself to Keysar in the sum of £16 for the payment of £8 10s. by 15 June, a sum that Keysar said had not been paid when he sued Middleton at King’s Bench in Trinity Term 1609. Middleton claimed, however, that he had fulfilled his obligation by delivering to Keysar on 7 May a tragedy called *The Viper and her Brood*.⁹ Similarly, Thomas Dekker became bound to Keysar in the sums of £10 and £14 on 4 June 1606; these bonds, like Daborne’s, are likely to have been for the provision of plays.¹⁰

The fifth step: Make bold for an advance

The memorandum that Daborne drew up for *Machiavel and the Devil* on 17 April 1613 specified that he would receive a total

sum of £20, 'six pounds whearof *the said* Robert acknowledgeth to hav receaved in earnest of *the sayd* play [. . .] & must hav other four pound vpon delivery in of 3 acts, & other ten pound vpon delivery in of *the last scean perfited*' (Article 70; Greg, 67). In practice, the process through which he accumulated his payment was more *ad hoc*. By 25 April Daborne was writing to Henslowe asking him for 20s. to pay for his servant to be bailed from Newgate Prison 'vpon taking a possession for me' (Article 72; Greg, 68). On 3 May he wrote again asking 'for one 20s. more' of the £20, promising to deliver the three acts 'fayr written' on 'ffryday night', but on 8 May, having failed to deliver on his promise, he wrote to ask for another 20s. (Articles 73 and 74; Greg, 69). By this point, Daborne had received half of the total that he was due for the play. On 16 May he asked for a further 20s., and on 19 May he wrote out an acquittance to Henslowe acknowledging that he had received £16 in total, having apparently received another £5 (Articles 75 and 77; Greg, 70–71). Although Daborne wrote at the bottom of the acquittance '[t]his play to be delivered in to mr hinchlaw with all speed' (Article 77; Greg, 71), he was still working on *Machiavel and the Devil* when he made further requests for money in the following weeks: on 5 June he asked for 40s., of which he received 20s.; on 10 June he asked for and received 20s.; on 18 June he asked for 40s., which does not seem to have been provided; and on 25 June he again asked for 40s., of which he received 20s (Articles 78–81; Greg, 71–74). By 25 June he had therefore received a total of £19, leaving only 20s. to be disbursed on the submission of 'y^e last scean perfited'. It is easy to see both why Henslowe would want to bind a playwright in a sum that would be forfeited if the play was not delivered, and why he was willing to keep giving advances: he always retained the threat of a lawsuit to recover the sums stated in the bond.

The sixth step: Balance thine obligations

Daborne's activities as a playwright took place against a backdrop of legal and familial turmoil that intensified after

his father's death in August 1612. On 26 November 1612, Daborne's mother, Susanna, and a group of his father's creditors entered a bill against him at Chancery, alleging that he was blocking the sale of his father's Blackfriars properties.¹¹ The situation became even more fraught in the following years when Daborne sued his uncles, James and Edmond Travis, another kinsman, William Taylor, and John Sherrington.¹²

The law consumed much of Daborne's time and money. On 5 June 1613 he asked Henslowe, 'I beseech you as heatherto so you would now spare me 40^s which stands me vpon to send over to my counsell in a matter concerns my whole estate', and over the next few months his letters regularly refer to the problems of his 'term busines' (Articles 78–79; Greg, 72). In a letter of 18 June, he refers specifically to the Court of Common Pleas, and he does so in the context of the pressure that his legal obligations put on his ability to write: 'had not necessity inforct me to *the* common place bar this morning to acknowledg a ffynall recovery I would this day hav delivered in all' (Article 80; Greg, 73). His business in the Common Pleas may have been extensive: in the same term he was also sued by John Harris, who claimed that 'Robertum Daborne de London generosum' owed him the sum of £6.¹³ On 30 July 1613, Daborne wrote to Henslowe describing the desperate state of 'my occations vntill I have made sale of *that* estate I have' (Article 83; Greg, 75), and he remained in a state of acute poverty over the following year, leading to further liquidation of his personal property and estate. On 12 December 1614 he sold property in Aldenham, Hertfordshire, which had apparently belonged to his father, to Henslowe for £50; this transaction may be the subject of an undated letter in which he writes 'I hav bin befor the doctor & aknowledged the deed with the chardg of 13^s I pray sir send me the 20^s you promysed'.¹⁴ Around 31 July Daborne had written asking for 10s. in order to attend 'my lord willoughby [. . .] I know not how proffitable it may be to me & without *your* kindnes hearin I cannot goe' (Article 98; Greg, 83); the sale of his property to

Henslowe a few months later may indicate that this attempt to secure aristocratic patronage was unsuccessful.

The seventh step: Write thy play

Daborne has been described as suffering from writer's block, but he may simply have lacked the time to write. He certainly made unfulfilled promises: 'I will now after munday intend *your* busines carefully'; 'I can this week deliver in *the* last word'; 'neather will I fayle to bring in the whole play next week' (Articles 75, 79, 85; Greg, 70, 72, 76). However, his letters also picture him writing before witnesses – '*your* man was with me whoe found me wrighting the last scean' (Article 88; Greg, 78) – and he consistently sends with them draft material in varying degrees of completion in order to secure advances or demonstrate his good faith: 'some papers I have sent you though not so fayr written all as I could wish'; 'I send you the foule sheet and *the* fayr I was wrighting as *your* man can testify'; and (in a very rushed hand) 'take these papers which wants but one short scean of the whole play' (Articles 74, 89, 96; Greg, 69, 78, 82). He is harassed and over-committed, frequently working on more than one play, starting another as soon as he finally finishes one, and trying out various forms of collaboration, from 'plotting' to doling out an act of *The Arraignment of London* to Cyril Tourneur.

The eighth step: Listen to thy body

In addition to providing an insight into the financial and emotional pressure to which Daborne was subjected, his letters also suggest the physical strain that dividing his time between the playhouse and the lawcourts was putting on their author. He appears often to have written at night, telling Henslowe on 18 June 1613, when he was in the throes of the final stages of *Machiavel and the Devil*, 'I sat up last night till past 12 to write out this sheet' (Article 80; Greg, 73), and promising to send in

his manuscripts ‘one [i.e. ‘on’] ffryday night’ (Article 73; Greg, 69), ‘one Tuesday night’ (Article 75; Greg, 70) or ‘one Munday night’ (Article 80; Greg, 73). He complains occasionally of ill health that compromises his ability to make personal contact with Henslowe and plead his case more effectively. A letter of 23 August 1613 opens ‘I hav ever sinc I saw you kept my bed being so lame that I cannot stand’ (Article 84; Greg, 75), his ailment leading him to negotiate his price for *The Bellman of London* by letter rather than in person. Similarly, a letter of 31 December reads ‘I hav bin very ill this week of an extream cold ells I had come this night vnto you’ (Article 94; Greg, 81).

The ninth step: Employ thy studies in rhetoric

Rhetoric was, of course, a central component in the construction of early modern plays, a fact that Daborne acknowledges in the preface ‘To the Knowing Reader’ in the 1612 edition of his play *A Christian Turned Turk* when he refers to oratory as ‘*an vnseparable branch of Poesy*’.¹⁵ But the role of rhetoric was not limited to its part in composition of Daborne’s plays – his letters to Henslowe being studded with purposeful and heightened language. He makes liberal use of professions of loyalty and friendship, such as his declaration ‘wher I deale otherways then to *your* content may I & myne want ffryndship in distress’ (Article 78; Greg, 72), and he also uses the language of financial indebtedness to underscore these claims: ‘you shall find me thankfull & performing more then ever I promisd or am tyed to’ (Article 72; Greg, 68). Exaggeration and hyperbole feature regularly, as in the statement ‘rather then I would be vnthankfull to you I would famish’ (Article 89; Greg, 78), and Daborne frequently resorts to the transgressive register of the religious oath, giving his writing the tang of spoken dialogue: ‘before god . . .’ (Articles 79, 81, 96, 97; Greg, 72–73, 82); ‘by god’ (Article 98; Greg, 83); ‘by the living god . . .’ (Article 95; Greg, 81); ‘god is my judg’ (Articles 79, 91; Greg, 72, 80). To

label these techniques rhetorical does not, of course, mean that Daborne was not feeling frustration, anger or desperation as he wrote, or that he did not suffer from intense poverty; rather, his letters suggest that their author was using every resource available to him.

The tenth step: Offer pithy and profitable advice

Daborne's letters to Henslowe also offer insights into his role within the networks surrounding Henslowe and Lady Elizabeth's Men, and they display his intimacy with the affairs of both. 'I pray sir', he writes around August 1613, 'let *the* boy giv order this night to the stage keeper to set vp bills *against* munday for Eastward hoe & one wendsday the New play' (Article 76; Greg, 71), showing not only his knowledge of the company's repertory but also a desire to order their affairs that may have its roots in his own former position as a patentee for the Children of the Queen's Revels. On 28 March 1614 he similarly deploys his knowledge of Henslowe's theatrical dealings, confiding that 'mr Pallat is much discontented with your neglect of him I would I knew *your* mynd to giv him answer' (Article 97; Greg. 82); he refers here to the actor Robert Pallant, a member of Lady Elizabeth's Men who appears to have been brought into the company by Henslowe in June 1614 (see Article 106; Greg, 86).

The eleventh step: Deal with other companies

Daborne's knowledge of the theatre industry and the various strains to which he was subjected inform the threats that he repeatedly made in autumn 1613 to take one of his plays to a rival company, King's Men. Such an action put his relationship with Lady Elizabeth's Men at risk; yet more surprisingly, perhaps, he was prepared to involve Henslowe as an

intermediary in this process. On 29 October, for example, he writes to Henslowe

to know *your* determination for the company wheather you purpose they shall have the play or noe, they rale vpon me I hear bycause the kingsmen hav given out they shall hav it [. . .] I hav sent you 2 sheets more so *that* you hav x sheets & I desyre you to send me 30^s more which is iust eight pound besyds my rent which I will fully satisfy you eather by them or the kings men as you please.

(Article 86; Greg, 76–77)

Henslowe has already paid out a significant sum in advance for the play, money that Daborne cannot repay, so he instead offers that the King's Men will pay Henslowe for it. '[T]he kings men', he writes again on 13 November, 'hav bin very earnest *with me* to pay you in *your* mony' (Article 88; Greg, 78). The correspondence thus suggests that companies might be vulnerable to losing out on a play not just at the commissioning stage – as Field feared in June 1613 that 'Mr. Dauborne may haue his request of another Companie' for the plot that they had been discussing (Article 100; Greg, 84) – but at a point at which scenes had been drafted and the true value of the work might become apparent.

The twelfth step: Read thy play

Daborne's letters reveal another aspect of the composition process that is often invisible in other sources: the reading of a complete or almost complete play by the dramatist to either the playing company or someone with a responsibility for commissioning plays.¹⁶ In May–June Daborne repeatedly offers to read *Machiavel and the Devil* to Henslowe or Edward Alleyn: 'if you please to appoynt any hower to read to mr Allin I will not fayle'; 'one Tuesday night if you will appoynt I will meet you & mr Allin & read some for I am vnwilling to read

to *the* generall company till all be finisht'; 'I can this week deliver in *the* last word & will *that* night they play thear new play read this' (Articles 74–5, 79; Greg, 69–70, 72). It is not always clear whose opinion counts for most when the play is read. 'I will vndertake vpon the reading it [*The Owl*] your company shall giv you 20^l rather then part with it' (Article 91; Greg, 79), Daborne writes on 9 December 1613, suggesting that the company's decision is all-important; this impression is reinforced by his reluctance to read *Machiavel and the Devil* to the company until it is more complete. In a later letter, however, Henslowe's own judgement is prioritized: 'if you doe not like this play [*The Owl*] when it is read you shall hav the other [*The She Saint*] which shall be finished with all expedition' (Article 96; Greg, 82).

The thirteenth and last step: Take pains to alter thy play

When Daborne refers to Henslowe's judgement, he suggests that taste and aesthetic evaluation played a role in the commissioning of plays, and similar ideas inform his references to the final step in his composition process: revision. In a letter of 25 June 1613, Daborne offers as a mark of the worth of *Machiavel and the Devil* the work that he has put not just into the original composition but into the honing of the text: 'for thear [i.e. the company's] good & myn own I have took extraordinary payns with the end & altered one other scean in the third act which they have now in parts' (Article 81; Greg, 73). This is a remarkable reference to the impact that a playwright's revision of the text might have on the actors who have to work with that text. As James J. Marino notes in his essay in this volume, '[c]hanging a script that actors had already learned imposed specific practical necessities'; here, Daborne's stated desire to improve *Machiavel and the Devil* complicates the process through which the actors were learning their lines and preparing the play for performance. Yet what also is

striking in Daborne's comment is the way in which he aligns his own interest in the polish and aesthetic worth of the play with that of the company. Their interests are not always identical – as Daborne's willingness to consider taking his plays away to the King's Men suggest – but both have an investment in the worth of their output. Moreover, Daborne obviously thinks that Henslowe will agree with him that this process of revision will add value to the finished play.

If this chapter has fantasized about casting Robert Daborne in the role of professional guru, offering his hard-won experience to the aspiring Jacobean playwright, it has also suggested the extent to which that very experience might have undermined his ability to offer uplifting maxims. Daborne's letters offer a window onto the complex, embodied process of playwrighting in the early seventeenth century, one that is shaped not only by the conscious choices of the writer but also by the messy circumstances of his life and his commitments beyond the stage. We do not, of course, know how typical Daborne's experience was: while many playwrights suffered from poverty, and many became entangled with the law, few seem to have met with the perfect storm of familial and legal turmoil that Daborne faced in 1613–14. Nonetheless, his letters allow us to sketch out a network of textual and physical interactions between individuals and institutions that blur the boundaries between text and performance, work and life. They remind us that textual transactions are informed by personal, emotional and bodily experience, and that the pre-performance life of a play might be nearly as eventful as its eventual performance on stage.

Notes

- * I would like to thank the members of the Folger symposium on Theatrical Documents and, especially, Tiffany Stern for their help with this essay.
- 1 See Dulwich College Muniment 52, consulted as a digital photograph in the 'Henslowe-Alleyn Digitisation Project', gen.

ed. Grace Ioppolo, <http://www.henslowe-alleyne.org.uk> (accessed 1 July 2018), and in W. W. Greg's transcriptions in *Henslowe Papers: Being Documents Supplementary to Henslowe's Diary* (London: A. H. Bullen, 1907), 23–24. Subsequent parenthetical references for Daborne's letters, which are to be found in Muniments Series 1 and MSS 1, are to these sources.

- 2 I agree with Martin Wiggins that *The Arraignment of London* and *The Bellman of London* are likely to have been separate plays, rather than the same play, as Greg assumed. See Wiggins, *British Drama, 1533–1642: A Catalogue: Volume VI: 1609–1616* (Oxford: Oxford University Press, 2015), #1740 (389) and #1717 (332); Greg, 75.
- 3 A broader consideration of these 'absent documents' appears in Roslyn L. Knutson and David McInnis's essay in this volume.
- 4 Greg, *Henslowe Papers*, esp. 65–85; Bentley, *The Profession of Dramatist in Shakespeare's Time* (Princeton: Princeton University Press, 1971), esp. 69–79, 105–106, 211–213; Ioppolo, *Dramatists and Their Manuscripts in the Age of Shakespeare, Jonson, Middleton and Heywood: Authorship, Authority and the Playhouse* (London: Routledge, 2005), esp. 11–44; Stern, *Documents of Performance in Early Modern England* (Cambridge: Cambridge University Press, 2009), esp. 23, 25, 47, 93; Van Es, *Shakespeare in Company* (Oxford: Oxford University Press, 2013), esp. 44–50.
- 5 Wiggins, #1747 (398–399).
- 6 John and Isabel Deodati v. Thomas Seaman and John Hatt, Chancery, 1638, The National Archives (TNA), C 3/400/76. Elizabeth Condell also owned copies of Lancelot Andrews's sermons and the works of Du Bartas.
- 7 See Stern, *Documents*, 8–35; on Daborne and *The Honest Man's Fortune* see Wiggins #1719 (333–337).
- 8 Keyser v. Daborne, King's Bench, TNA, KB 27/1404 (Trinity 1607), rot. 904d. Daborne's involvement with the theatre has usually been dated to 1608, Mark Eccles having located a later entry in the same suit in KB 27/1411, rot. 398 ('Brief Lives: Tudor and Stuart Authors', *Studies in Philology* 79 [1982], 1–135 [29]). He appears, however, to have been unaware of the earlier entry, which I owe to the unpublished notes of

- C. W. Wallace and Hulda Berggren Wallace in the Huntington Library, San Marino. I am very grateful to Jonathan Mackman for providing me with translations of these Latin documents.
- 9 Keysar v. Middleton, King's Bench, Trinity 7 Jas I (1609), TNA, KB 27/1416, rot. 1056d; H.N. Hillebrand, 'Thomas Middleton's *The Viper's Brood*', *Modern Language Notes* 42 (1927), 35–38.
 - 10 Keysar v. Dekker, King's Bench, Hilary 10 Jas I (1613), TNA, KB 27/1437, rot. 997r–v; David Mateer and Alan H. Nelson, '“When sorrows come”: John Webster v. Thomas Dekker in the Court of King's Bench', *Shakespeare Quarterly* 65 (2014), 199–208.
 - 11 Daborne et al. v. Daborne, Chancery, 1612, TNA, C 2/JasI/D2/3, C 24/408. See Wayne H. Phelps, 'The Early Life of Robert Daborne', *Philological Quarterly* 59 (1980), 1–10; Eccles, 31–32; S. P. Cerasano, 'Competition for the King's Men?: Allyn's Blackfriars Venture', *Medieval and Renaissance Drama in England* 4 (1989), 173–186 (176–177).
 - 12 These appear to be treated as one suit in witness depositions of December 1614 (TNA, C 24/409) and an order of June 1616 (TNA, C 33/140, f. 1015r–v). See also Cerasano, 177–178.
 - 13 Harris v. Daborne, Common Pleas, TNA, CP 40/1914 (Trinity 1613), rot. 2189d.
 - 14 TNA, Close Rolls, 12 Jas I, pt 31, C 54/2229, m. 40; British Library, MS Egerton 2623, fol. 24; Greg, Appendix 1, Article 3 (p. 126).
 - 15 Robert Daborne, *A Christian Turn'd Turk* (London, 1612), A3v.
 - 16 See Bentley, 76–79; Stern, *Rehearsal from Shakespeare to Sheridan* (Oxford: Oxford University Press, 2000), 59–61.