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From Tennis Court to Opera House

Volume I: Text

Volume II: Plates and Appendix

Volume III: Large Scale Drawings

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Thesis submitted

for the

Degree of Doctor of Philosophy

Department of Drama, Faculty of Arts

University of Glasgow

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Abbreviations

B.L.	The British Library
B.M.	The British Museum
<u>C.S.P., Dom.</u>	<u>Calendar of State Papers, Domestic</u>
G.L.C.	Greater London Council
<u>H.C.J.</u>	<u>House of Commons Journal</u>
<u>H.K.W.</u>	<u>History of the King's Works</u> , ed. Colvin
<u>H.M.C.</u>	<u>Historical Manuscripts Commission</u>
<u>L.S.</u>	<u>The London Stage</u>
NUL	Nottingham University Library
P.R.O.	Public Record Office
<u>R.E.S.</u>	<u>Review of English Studies</u>
R.I.B.A.	The Royal Institute of British Architects
R.C.S. of E.	The Royal College of Surgeons of England
<u>S.L.</u>	<u>The Survey of London</u>
<u>T.N.</u>	<u>Theatre Notebook</u>
<u>T.R.I.</u>	<u>Theatre Research International</u>
<u>T.S.</u>	<u>Theatre Survey</u>
V. & A.	Victoria and Albert Museum
W.P.L.	Westminster Public Library

Summary

From Tennis Court to Opera House

The thesis is divided in three volumes. Volume I contains the narrative relating the reconstruction of three theatres, the Duke's Theatre in Lincoln's Inn Fields, the New Theatre in Lincoln's Inn Fields and the Queen's Theatre in the Haymarket. Volume II contains the graphic material, the plates that illustrate the narrative, and the Appendix. Plans and other related drawings are placed within the text in Volume I.

Volume I is in three parts and includes the bibliography.

Volume I, part 1, contains a projected reconstruction of the Duke's Theatre in Lincoln's Inn Fields, (LIF I and LIF II), which existed from 1661 down to 1714.

Volume I, part 2, contains a reconstruction of the New Theatre in Lincoln's Inn Fields, 1718-1745.

Volume I, part 3, contains a reconstruction of the Queen's Theatre in the Haymarket, 1705-1709.

In each part which is devoted to an individual theatre, the plot on which the theatre was built is established. This is followed by a limited discussion of the managerial difficulties encountered by the entrepreneurs against the background of contemporary theatrical activity. The section then concludes with a projected reconstruction of that particular theatre in the light of an analysis of graphic and textual evidence. The theatre is described verbally and in graphic form, each reconstruction being accompanied by plans and elevations of the theatre under consideration.

Part 1 traces the conversion by Sir William Davenant of Lisle's Tennis Court into the Duke's Theatre, Lincoln's Inn Fields, which is considered to be the first modern theatre in England. A reassessment of the land leases for the plot on which the theatre stood shows that it was considerably larger than had been thought. On this revised plot the reconstruction is projected.

Part 2 presents new evidence that establishes the site and structure of the third theatre that was built on the site of Lisle's Tennis Court, the New Theatre in Lincoln's Inn Fields, (LIF III), built by Christopher Rich. Within this structure a projected reconstruction is offered of the theatre that operated between 1714 and 1745.

Part 3 contains an analysis of designs by Sir James Thornhill. This pictorial evidence provides material allowing a projected reconstruction of the original theatre, the Queen's Theatre in the Haymarket, built by Sir John Vanbrugh. The account and reconstruction of this theatre is limited to the years 1705-9, for these were the years during which it retained its original form. The state of the theatre following the alterations of 1709 is already well documented. This section concludes with a brief account of the influences upon Vanbrugh's theatre architecture and assesses his achievement.

This collection of reconstructions can be read in two ways; either as an account of theatre architecture arranged historically, tracing the development through Lincoln's Inn Fields I and II and then diverging by two paths following first that pursued by Thomas Betterton and the Lincoln's Inn Fields Company who moved into the Queen's Theatre, and then moving on to study Lincoln's Inn Fields III; or alternatively, one may trace the series of theatres built in Lincoln's Inn Fields and then return to the building activities of 1705 and the Queen's Theatre.

The box Vol. III contains the large scale drawings showing the reconstruction of LIF I, LIF III and the Queen's Theatre in the Haymarket. Figures showing the reconstruction of LIF I and LIF III are figs. 16, 17, 25, 29, 30 & 31. Figures for the Queen's Theatre in the Haymarket are figs. 34, 35, 36, 37, 38, 39, 42, 43, 46 & 47.

Volume II contains the source material, graphic and literary, that reflects the developments of the theatre, the reconstruction of which is undertaken in Volume I. The plates show maps, paintings and engravings of the vestiges of the theatres during the 19th century, stage designs, theatre plans and elevations. The Appendix contains transcriptions of the principal documentary evidence employed in the several reconstructions.

Note regarding the transcription of documents

In the text the lacunae in the quotations from transcribed documents are the result of omitting irrelevancies. In the Appendix the lacunae that occur in the transcriptions are due to illegibility in the original document.

Lincoln's Inn Fields: Lisle's Tennis Court

Lisle's Tennis Court - The Duke's Theatre in Lincoln's Inn Fields

The Site: 1656 - 1705

Lisle's Tennis Court - The Duke's Theatre in Lincoln's Inn Fields.

The second tennis court to be converted into a theatre at the Restoration was Lisle's Tennis Court in what became Portugal Street, Lincoln's Inn Fields.¹ This conversion, carried out by Sir William Davenant, manager of the Duke's Company of Comedians, was of the greatest significance, for it was in this theatre that changeable scenery was first introduced into the public playhouse. That innovation placed the Duke's Theatre at the beginning of new developments in British theatre which were to influence theatre architecture down to the present. Immense as its contemporary influence must have been, little is known of its actual dimensions and internal arrangements. Although this study produces considerably more evidence regarding the site on which the tennis court and theatre were built, it is not the final word on the theatre's interior. What is offered here is a more solid foundation upon which speculation may be built.

Three theatres operated on the site of the original Lisle's tennis court; the first two theatres were conversions of the tennis court, the third theatre was built upon the same site but the former tennis court was demolished and the new theatre raised on new foundations. Lisle's tennis court was built in 1656 and converted by Sir William Davenant in 1661. This first theatre, the Duke's Theatre, remained in action until 1674, when it reverted to its original state. In 1695 Betterton's seceding company returned to the restored tennis court, whereupon it was reconverted to a theatre until 1705. After several years of disuse Christopher Rich demolished the tennis court-theatre and built on the same site the New Theatre in Lincoln's Inn Fields, which functioned

from 1714 to 1756. The theatre after that date was used for nearly a century as a dwelling house, offices and warehouse. Finally in 1848, while in the hands of Messrs Spode and Copeland, it was sold to the Royal College of Surgeons of England. The College demolished the building and extended their premises, which already occupied the neighbouring site.

Much has been written upon this subject in recent and not quite so recent years, especially by Leslie Hotson² who speculated upon the scope of the tennis court-playhouses, and by Paul Sawyer³ who, in The New Theatre in Lincoln's Inn Fields, projected a reconstruction of the third theatre. Together, both Hotson and Sawyer surveyed the same ground as is covered by this research, but neither of them availed himself of all the material presented here. Consequently neither draws as accurate a picture of the theatres as is afforded by this present work.

To state the case briefly here and examine it at length below, the present evidence shows that the tennis court theatres were considerably larger than the 75'0" x 30'0" described by Hotson, and the third theatre definitely larger than the 89'0" x 48'0" discussed by Sawyer. The first two theatres were probably at least 108'0" x 42'0", and documentary evidence proves that the third theatre was 113'0" x 49'6". Both theatres possessed additional adjoining premises.

This study re-examines the documents studied by Hotson and Braines,⁴ (upon whom Hotson depended), and those more recently found in the Public Record Office, London County Hall, the British Library, and the Westminster Public Library. Particularly valuable are the title deeds of the site and detailed plans drawn up by Sir Charles Barry, held by the Royal College of Surgeons of England, which relate especially to the last theatre on the site. Considerably more graphic evidence than previously published

is employed to support the legal documents mentioned above, all of which allow the presentation of a corrected and more certain evaluation of not only the events and characters involved in the building of Lisle's Tennis Court but also the tennis court itself, which was to become, under Sir William Davenant, the Duke's Theatre, and fifty years later it was demolished to make way for Christopher Rich's New Theatre in Lincoln's Inn Fields.

In spite of the abundance of evidence dating from the years in which purchase was made of the site, there are still periods for which little information has been found. The most important facts upon which all this documentation fails to enlighten are the most crucial. The problem is that although the early documents explain the site on which the theatres were subsequently constructed, they do not describe those tennis courts or the theatres. Furthermore although the documents record the events which gave rise to the scope of the site in 1848, there is no evidence to confirm that the vestiges drawn in 1848 represent the theatre built in 1714. Finally whilst it will be shown that the 1848 drawings indicate, with minor modifications, the 1714 structure, no evidence has been found that would enable one to conclude that the 1656 tennis court was of the same dimensions as the 1714 theatre.

The purpose of this research is to set out and clarify first, the complexities of the development of the actual site as it changed over the years from its initial purchase in 1656 down to its sale in 1848. Having established the boundaries of the site at different periods, (this will be considered in two phases, 1656-1705, and 1705-1848), the second objective will be to reconstruct the tennis court built in 1656 according to the limitations imposed by the site and thirdly, the theatres placed within that tennis court. Finally a reconstruction of the purpose built theatre of 1714 will be projected.

In order to present as briefly and as fully as possible the evidence provided by the documents cited it is necessary to give certain background information regarding the characters involved in the development of Lisle's Tennis Court and its environs, for reference is constantly made to these in the deeds studied below. A short biographical account of the owners of the tennis court, followed by a description of Lincoln's Inn Fields as it was in 1656, will therefore introduce the discussion concerning the purchase of the land on which the tennis court was built.

The Owners and Builders of Lisle's Tennis Court, 1656 - 1737.

Because those who purchased the land on which they built a tennis court pursued their differences by litigation, we know a considerable amount about them, their activities, and of course, the object of their claims, the site upon which three theatres would stand. This undertaking was primarily a family affair and due to marrying, remarrying and subsequent children, the names of characters change and their relationships one to another become confused. To simplify the matter reference may be made to the Moore-Lisle-Reeve family table. The table shows in a highly compressed form the dates of births, deaths and marriages within the family, the towns from which they hailed, their careers and where known, their wills. A slightly more extended biography of the principal characters is provided in the appendix.

The Moore - Lisle - Reeve Families

Richard MOORE = ?
(? - 1662)
Hatfield, Hampshire
Will, 10 Oct. 1662

Horatio (I) =
1622 - 1660 1652
Matric. 8. 6. 1638
Balliol Coll. Oxon.
Grad. B.A., 11. 2. 1640/1
Student Inner Temple 1640.
Called to Bar, 1650/1.

Horatio (II) = Anne ? Frances
1658/9-1708 d.1708 ?
Reversionary grant,
Royal Tennis Court,
25 Nov. 1676.
Master of His Majesty's
Tennis Courts, 23. 8. 1698.
P.C.C. Admins. 1710 Aug.,
Prob. 6/86, f.166.

1705 Mortgaged interest
in Lisle's Tennis Court, 1705.

? TYLER = Anne ? = Thomas LISLE
(d.1698) 1655 (d.1680)
London

Anne TYLER = Richard REEVE
? - after 1662 ? - 1702
1714
Dagnall, Bucks
Executor, R.Moore will.
Will proved by widow,
25. 6. 1702.
Property - Lisle's T.C.,
New Windsor, Bucks.,
Warwickshire, and 4
houses in Sermon Lane,
London.

Thomas = A.Topham Olivia ? Cockshed
1673-1737 ? ? ?
Matric. 23. 11. 1688
Trinity Coll. Oxon.
Grad.
Called to Bar, Inner Temple, 1698.
Middle Temple, 1713.
King's Councillor, 1718,
Sergeant-at-Arms, 1723,
Treasurer & Attorney-general Duchy
of Lancaster, 1728.
Judge of Common Pleas, 1733-36.
Kt., 25 Jan. 1736.
Lord Chief Justice of the Court of
Common Pleas, 1736.
P.C.C. 20 Jan. 1737.

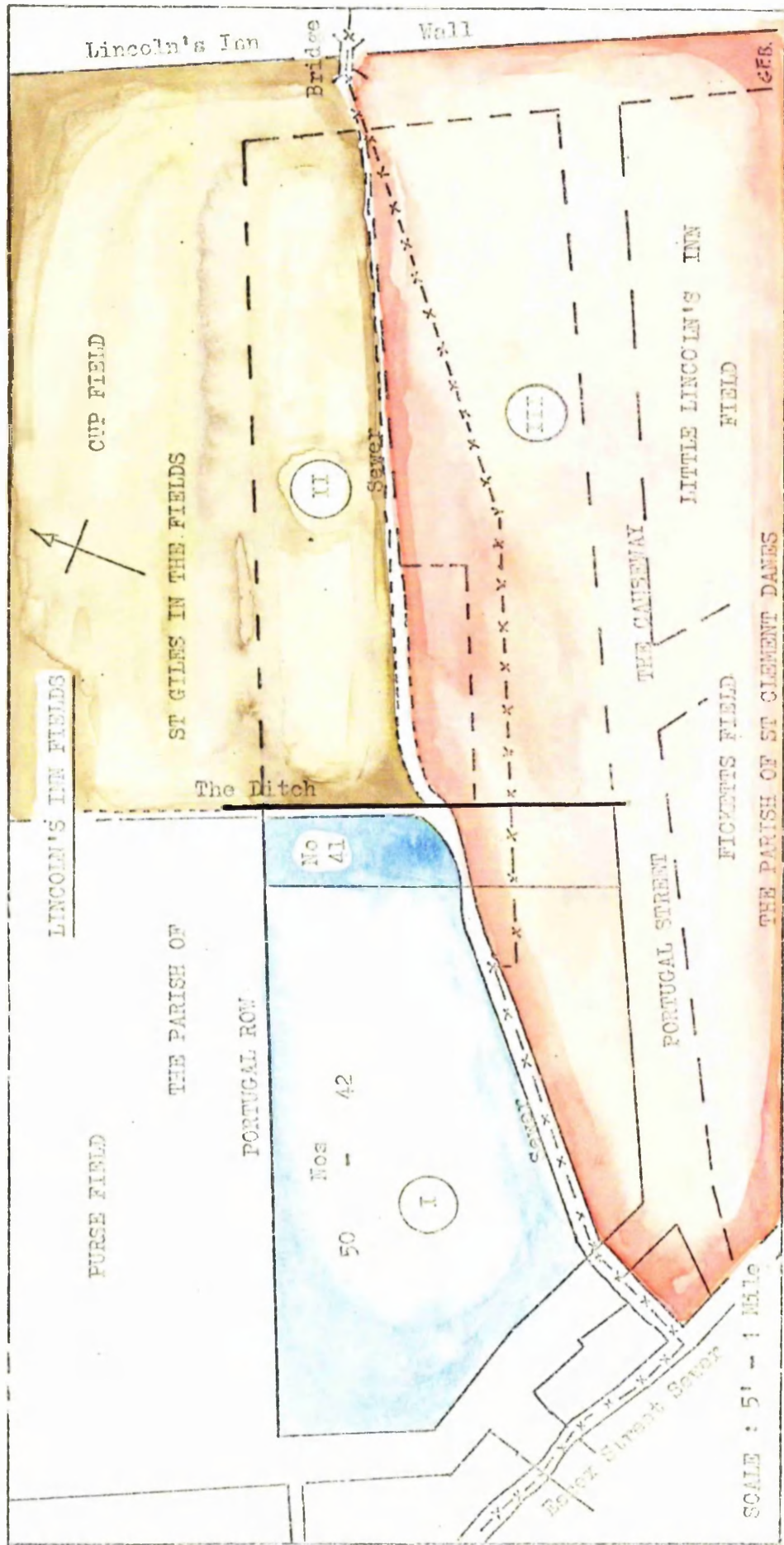
Bequeathed interest to Thomas REEVE
son of late cousin John REEVE.

The Site - Lincoln's Inn Fields defined; the site and early illustrations.

Before considering the internal characteristics of the theatres it is necessary to clarify the precise limits of the site and by deduction the overall proportions of the buildings, as owner and lessee succeeded one another, each developing the original site according to his particular purposes. Sometimes this entailed the sale of part of the property, on other occasions the acquisition of additional land.

The description of several fields which constituted Lincoln's Inn Fields which follows is given not only to facilitate the reading of the title deeds related to the purchase of the land but also because it is necessary to establish correctly the site of the tennis court which was previously inaccurately determined by Leslie Hotson.⁵ Further this reconstruction shows that the original site of the tennis court was only slightly reduced in the 1848 plans. The differences between the first and last plot are not the result of any realignment or the result of any additional purchases of land in 1714.

The tennis court, the New Tennis Court,⁶ later and more familiarly called Lisle's Tennis Court - first mention of this title is to be found in Davenant's indenture, dated 7 March 1660/1⁷ - was built during 1656-7 on a plot of ground situated in Lincoln's Inn Fields. It is represented in two contemporary maps, Faithorne and Newcourt, pl.I, 1658; and Hollar, pl.II, 1658. The most concise and informed historical account of Lincoln's Inn Fields and its development is to be found in the Survey of London, vol. III, pt. I, 'St.Giles in the Fields'.⁸ The portion of Lincoln's Inn Fields with which one is concerned straddled the parish of St Giles in the Fields and the adjacent parish of St Clement Danes. Unfortunately the latter has not yet received the same attention in that Survey as the former. A brief explanation of the environs follows, making reference



I PURSE FIELD

I Property developed by 1654.

II CUP FIELD

II Property of Sir William Cowper & Co..

III FICKETS FIELD

III Property of William Newton. E. of No. 41, 360' x 100'; broken line 40' from Lincoln's Inn Wall; N. to broken line and the Sewer; S. on the Causeway.

-x-x- Parish Boundary

Leased to Sir David Cunningham, 1639.

to pl.II and fig.1.⁹ This is to make more readily accessible the argument and the recitation of excerpts from the documents relating to the plots which are discussed below.

The Hollar map, pl.II, affords the clearest visual representation of the site. Although usually dated 1658 it must have been drawn earlier since by that year further developments which are the subject of this research had already taken place. Nevertheless the map does show Lincoln's Inn Fields almost completely developed, on the west and north confined by buildings; on the east Lincoln's Inn Wall made the third side of the square which, on the fourth side, though completed on the south-west corner, was open on the south-east, allowing the fields to flow into the area labelled 'Lesser Lincoln's Inn Fields'. It was here that the tennis court was situated, shown in the detail of pl.II, pl.III.

In the deeds to be examined Lincoln's Inn Fields is described in terms of its three constituent fields, Purse Field on the west, Cup Field on the east and Ficketts Field on the south. W.W. Braines, in his introduction to vol.III, Survey of London, suggested that the boundaries between these fields, which seemed to be vague even to contemporaries, were defined, (see fig.1), by, on the west, Purse Field bounded by the Sewer on the south and the Ditch on the east, Cup Field by the Ditch on the west, Lincoln's Inn Wall on the east and the Sewer on the south, and both fields terminated in the west and north, respectively, by the boundary created by the new building. Ficketts Field extended south of the line described by the Sewer which traversed the fields on the west from the Essex Street Sewer eastward to the bridge at the south end of Lincoln's Inn Wall. The precise course of the sewer is not known but it seems that it did not follow the same line as

that indicating the parish boundaries. Consequently there are frequent ambiguities or unintended confusions in the descriptions of plots, for it would seem that they overlapped both field and parish boundaries so that literary precision is lacking when defining exactly the field or parish in which the land was situated, to the north St. Giles in the Fields or in the south, St. Clement Danes.

In addition to showing these boundaries within Lincoln's Inn Fields, fig.1 introduces, in a simplified form, the area under discussion at the time when preparations were being made for the building of Lisle's Tennis Court. By the year 1654, the first moves towards the development of the tennis court are recorded. All that southern portion of the land bounded by what were to become known in the north as Portugal Row and in the south as Portugal Street was developed, on the west, as far eastward as the house which was later to be numbered 41. This whole area 'I' is coloured blue. It was to the south of Purse Field, and ran south over the parish boundary into Ficketts Field to Portugal Street (sometimes called the Causeway or Playhouse Street). It extended to the east as far as the boundary between Purse Field and Cup Field - the Ditch. No. 41 Portugal Row was built for Sir Basil Brookes on a plot he had bought in 1640 from William Newton¹⁰ and in subsequent land transactions it was in relation to the eastern wall of No. 41, then in the hands or occupation of Lord Brudenell, that measurements were made defining the dimensions of the eastern parcels of ground. The line indicating the eastern wall of No. 41 is marked more heavily than the others and extended north and south to make clear the function that the wall performed.

Cup Field.

On 30 December 1652 Sir William Cowper bought from Judith Hill,¹¹ his widowed sister, for £190, a large portion of Lincoln's Inn Fields,

'all that field with appurtainances commonly called and known by the name of Copfield or Cupfield situate lying and being in the parish of St Giles in the Fields or St Clement Danes containing by estimation six acres'. It was in the later years of the 1650s that Sir William Cowper and his associates developed the southern part of this property, breaking it up into smaller plots which they either sold independently or developed themselves. Fig.1, area II, coloured sepia, shows this field. The precise area of the Cowper holding as shown in fig.1 is determined by later transactions to be discussed below.

Cup Field and Ficketts Field.

By reference to evidence drawn from three documents it is possible to determine the narrower boundaries that confined the area of Cup Field and Ficketts Field that contained the tennis court-playhouse and its associated buildings; first, an agreement between the Society of Lincoln's Inn and Sir William Cowper and his confederates.¹² This covenant arose out of a long battle between the Society and the would-be developers in which the Society attempted to resist any building on the Fields.¹³ The agreement defined the eastern boundary of the site. Secondly, there was an agreement made between Sir William Cowper and Co. and Richard Kirby,¹⁴ defining the scope and style of the development of two double houses that Cowper was erecting adjacent to, or in close proximity to, those built by Horatio Moore I, which in turn abutted on No. 41 Portugal Row. Of particular importance are two items in that agreement which help interpret the meaning of the descriptions of the various plots found in the Close Rolls.

The third document is that which has already been noted above, namely the indenture of sale of the plot No. 41 Portugal Row,¹⁵ for this provides part of the information required to measure the western boundary, the wall and its length north and south, on the eastern side of this plot.

Recalling that on the south side of the ground in question, running west to east, was the Causeway, one can proceed to the eastern extremity of the Cowper/Newton land and note that the Society of Lincoln's Inn and Cowper agreement - and probably Newton was party to another similarly worded - states that all building conducted by Cowper should terminate forty foot from the Lincoln's Inn Wall.¹⁶ The broken lines, figs. 1 and 2, show this boundary on the east of the combined Cup Field and Ficketts Field plots. On the north, the broken line is derived from the projection eastward of the line followed by the posts and rails before the houses to the west of No. 41 Portugal Row. These rails are to be seen clearly in the Hollar map, pl.II, and follow almost exactly the line of the kerb shown on the 1874 Ordnance Survey map of the district. Justification for this step in the reconstruction rests upon Items 5 and 9 of the agreement between Cowper and Kirby which state respectively,

That the said Richard Kirby his executors administrators and assigns shall and will and sufficiently with stones pave all the breadth of the street allotted and appointed from the front of the two said houses hence to the rails in range with the rails standing on the north side of Portugal Row aforesaid and in length along and so far as the said paved off ground doth extend and shall raise or take lower the same if need be.

and Item 9,

That the said Richard Kirby his executors administrators and assigns shall and will enclose one piece of ground all the front of the said two houses with a brick wall containing the thickness of one brick and a half in thickness and in all ways in equal and parallel proportion and range with those already made in Portugal Row aforesaid and with like and proportionable great grates of freeze stone and pavement and two great doors at the two several gates belonging with the said two houses with brick and stone and he the said Richard Kirby his executors administrators and assigns shall make two such arches

and vaults of brick in equal height and breadth under each of the aforesaid to be enclosed courtyards of the said two houses and buildings with those made by Horatio Moore Esq with iron grates to give light into the said vaults.

These two articles clearly show that there was a considerable plot of land standing before the facades of the houses. Item 9 indicates that there was a forecourt which was walled about, and item 5 allows for a paving before the forecourt posts and gates; bounded in turn by a range of posts and rails that indicated the northern extremity of any plot to the east of No. 41. These are the posts and rails mentioned in the Close Rolls. When the plots of No. 41 and all those to the west were set out, their measurements were described according to a line staked out on the site which showed the position or line on which were to be built the facades of the houses.¹⁷ The measurement was not according to the line described by the posts and rails, which possibly were not then in existence. Consequently there is the seeming disparity in the lengths of site found in the documents which is clarified once one applies, as it were, an old style/new style mode of surveying. The eastern wall of No. 41, which is the important westerly boundary of the Moore I property and marked more heavily in the figures, is therefore all of the 129' - 132' north and south of the Close Rolls to be discussed and additionally, on the north, the walled forecourt and space given over to a wide pavement. It will be seen that there is reasonable foundation for suggesting that overall, north to south, the length of this property could approximate 186', and it is on this understanding that the figures used to describe the land transactions and developments are employed in the present reconstruction.

The Site - Land Purchase; Background.

In 1639 William Newton leased to Sir David Cunningham for £1000 for a term of ninety-seven years a plot three hundred and sixty foot long and one hundred foot wide,¹⁸ fig.1, area III, on which Sir David Cunningham was granted a licence to build on 5 December 1639.¹⁹

The Newton ground fig.1 is labelled 'III' and coloured pink. It was bordered in the north by the Cowper land; on the east, by the Lincoln's Inn wall but reduced by strictures similar to those imposed upon Sir William Cowper; on the south, by the Causeway, the name given to that highway later to be called Portugal Street; on the west, it was bounded by the eastern wall of No. 41, Lord Brudenell's house. The northern boundary shown in fig.1 for the Newton plot clearly does not permit of the three hundred and sixty foot by one hundred foot mentioned above and in the deeds, but the boundary is arrived at by compilation of the smaller plots into which this was later divided showing that, it is argued, the property never was in reality a regular rectangle 360' x 100', but that these two dimensions describe only two sides of an irregularly shaped piece of land. This state of affairs held down to 1654 when all that land which had remained open fields began to take on the more familiar features that are still recognizable today.

The Site: Land Purchase by Horatio Moore I.

The principal sources from which information is drawn concerning the early building activities are the bills, Complaint and Answer, arising from the dispute between Horatio Moore II and Anne his wife against Anne Lisle (his grandmother), Richard Reeve (his step-father), Anne Reeve (his mother), and Thomas Reeve (his half-brother). This case occurred in 1689 when Horatio Moore II, whose father, Horatio Moore I, had built the tennis court, claimed that he was being deprived of his

inherited right and title to the tennis court and the land on which it was built. That there were two Horatio Moores seems to have eluded Leslie Hotson when he read the documents; for had he recognized this fact he may well have paid more attention to other bills he listed in his Appendix²⁰ and yet never used in his argument. Where possible, evidence will be drawn from additional supporting documents that have been read more recently, and reference will be made to transcriptions to be found in the appendix.

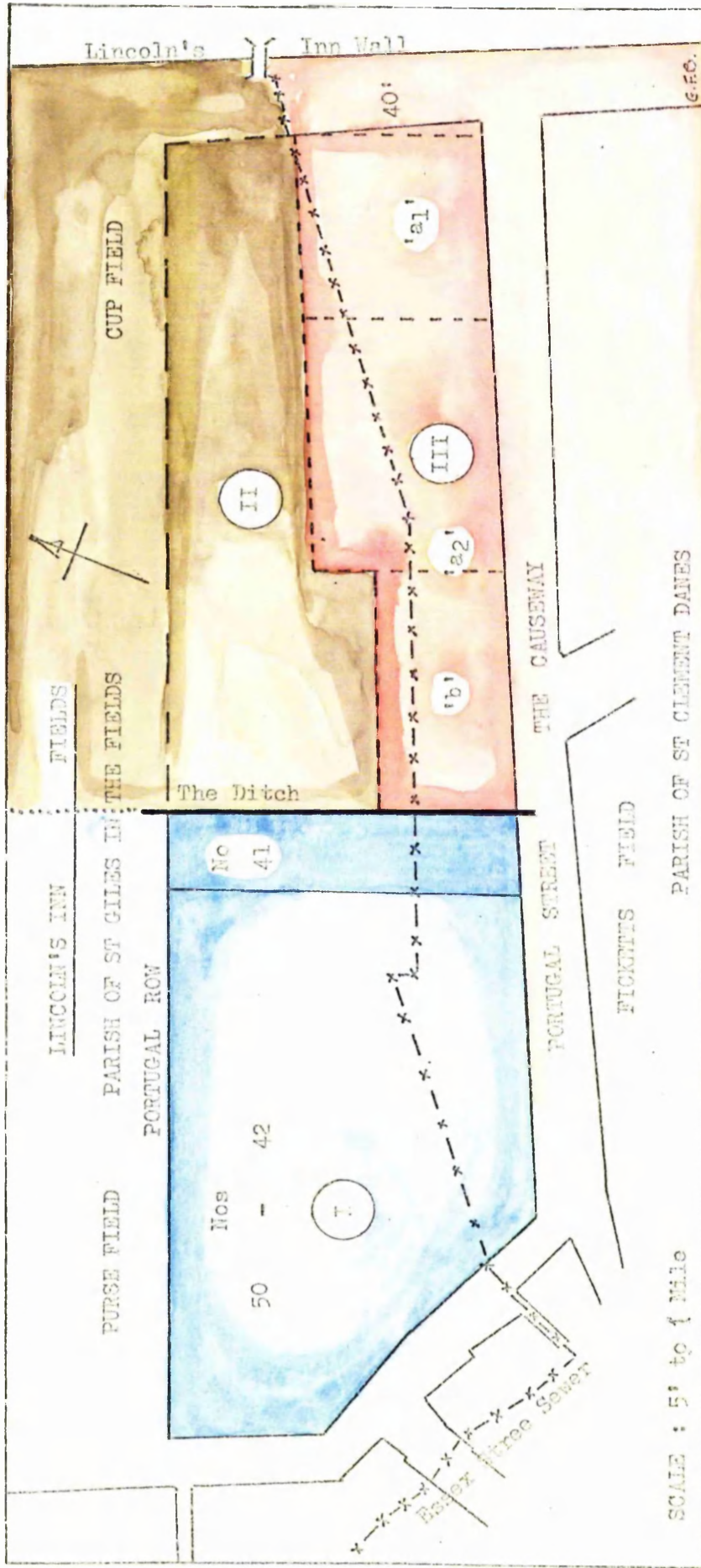
With regard to the specific plot of ground with which one is concerned, it is not necessary to pursue its history earlier than 1639, for it was in that year that the land passed into the hands of the man from whom Horatio Moore I made his purchase. In the deeds of that 1639 lease, the dimensions that defined the site that ultimately contained the tennis court were set down.

On 19 December 1639 William Newton leased to Sir David Cunningham for £1000

from the first day of All Saints last past before the date thereof for and during and unto the full end and term of four score and seventeen years . . . all that and so much of a field called Ficketts Field extending from a field called Purse Field west unto or towards Lincoln's Inn Wall east as did contain in length three hundred and three score foot of assize or thereabouts and in breadth all along from the north part of a field called Cup Field southwards into Ficketts Field as aforesaid one hundred foot or more thereabouts with such licence liberty privilege and authority to build upon the said premises as was in any wise granted and authorised unto William Newton by virtue of one licence granted under the Great Seal of England bearing date 5 December 1639.²¹

This area is indicated on fig.2, as 'III', and coloured pink.

Nothing of any great moment seems to have happened to this site until after the death of William Newton when, in the process of executing the will of the deceased, Humphrey Newton agreed on 12 August 1644 to



LINCOLN'S INN FIELDS SOUTH SIDE 1655 - 1656



Held by Sir W. Cotton, Robert Kenley & Co..

Held by William Newton and later, Humphrey Newton and

William Newton II: leased to Sir D. Cunningham, Dec. 1639

Parish Boundary

Northern parish - St Giles in the Fields

Southern parish - St Clement Danes

No. 41 and Area I Area I developed by 1654, Division 'b', 73' x 130' sold to H. Moore and J. Hooker June 1656.

No. 42 + 43 Portugal Row built 1642, Lord Bessborough's house from which on the eastern side all measurements were taken in later surveys.

Division 'a1', 100' sq. retained by Newtons

Division 'a2', 100' x 260' leased to Anne Tyler, Feb. 1655 by

Sir D. Cunningham; freehold title May 1655

lease to Sir David Cunningham, for £1732 for the term of ninety-seven years, all that ground previously mentioned, 360' x 100'. This was on condition that Sir David was to redemise or convey one hundred foot square of the 360' plot to Humphrey Newton and Thomas Newton, who would grant and release to Sir David the freehold of the remaining 260'.²² This partitioning of the area 'III' is marked in fig.2 as IIIa₁ and IIIa₂.

Nearly ten years later, 22 February 1654/5, Sir David Cunningham, by leasing 'for all the time and term of years to come and unexpired which he the said Sir David Cunningham then had right', to Anne Tyler of Fetter Lane in the parish of St. Dunstan in the West, London, widow, for £650, set in motion the development of the site on which was to be built the tennis court, that is,

so much of the said field called Ficketts Field before mentioned extending from the foresaid field called Purse Field west and doth contain in length two hundred and three score foot of assize and in breadth all along from the aforesaid field called Cup Field southwards into Ficketts Field aforesaid one hundred foot of assize together with all appurtainances whatsoever thereunto belonging and all such licence liberty and authority to build before mentioned.²³

This plot has been referred to in fig.2, IIIa₂.

The nature of this transaction was disputed by Horatio Moore II in 1689, claiming that Anne Tyler held the property in trust for Sir David Cunningham and that no money was exchanged,²⁴ but the Harris Bill of 1662²⁵ and the Cowper-Moore indenture of 1658²⁶ would seem to support the Lisle statement, though in the last document the real situation is confused by the nature of the exchange of the property involved and the fact that search has failed to produce its counterpart.

It was in that year, 1655, that Anne Tyler married Thomas Lisle, and it was claimed that thereafter all the ensuing transactions undertaken by Horatio Moore I were not for himself but were in trust for the Lisles.²⁷ This state of affairs Horatio Moore II disputed. It is to these purchases that attention now turns.

In 1656 Horatio Moore I and his associate James Hooker began to purchase the freehold of several plots of land, the first of which was to contain the tennis court; but the descriptions of this particular plot require some unravelling. The dimensions are given first and the placing of the plot within the whole site discussed after introducing the variant directions. It should be mentioned that searches in the Close Rolls for the indentures related to these sales have not been successful and therefore one is totally dependent upon the information provided by the 1689 documents.

'Sir David Cunningham now [1656] become well and lawfully seized in his demesne of the two hundred and sixty foot by one hundred foot' for the sum of £240 sold, 'one hundred and thirty foot in length and seventy-three foot in breadth part of the said two hundred and sixty and one hundred foot',²⁸ by way of one moiety for £120 to Horatio Moore I, and the other for the same to James Hooker. This division of the area IIIa₂ is indicated in fig.2 as III 'b'.

As the Chancery documents describe this plot in different ways some confusion has arisen which needs clarification before proceeding further, for it was on this plot of ground that the court was built. Hotson followed the directions given in the Reeve and Lisle Complaint but it seems to me that this does not define the area in question but combines it with others purchased subsequently. On the other hand the Answer of Horatio Moore II seems to be not only more helpful, but clearer in its

delineation of the plot, because Moore II dealt with each subsequent acquisition of ground in turn, relating each plot to its ultimate function. The descriptions as found in both the Complaint and Answer are given here and subsequently discussed. The first, from the Complaint of Anne Lisle and Richard Reeve, is that

piece or parcel of ground being part and parcel of ground being part and parcel of the said fields called Ficketts Field Purse Field and Cup Field or one of them adjoining on the east side to a great messuage or tenement stables and other buildings there then or then late of Sir Basil Brookes Kt wherein Thomas Brudenell inhabited or dwelt and which said piece or parcel of ground contains in breadth from west and east on the south side of the great messuage or building seventy three foot of assize or thereabouts all along from the said great house stables and buildings by the verge or edge of the causeway leading from New Market Place towards Lincoln's Inn ranging from west to east on the north side from the front of the said great messuage towards Lincoln's Inn Wall seventy three foot also of assize or thereabouts and extending in length or depth from the edge or verge of the aforesaid causeway to the front or verge of the said Sir Basil Brookes house and all ways paths and passages then used or thereafter to be used as well on horse back as on foot.²⁹

The description of the same plot extracted from the Horatio Moore II Answer instructs that it

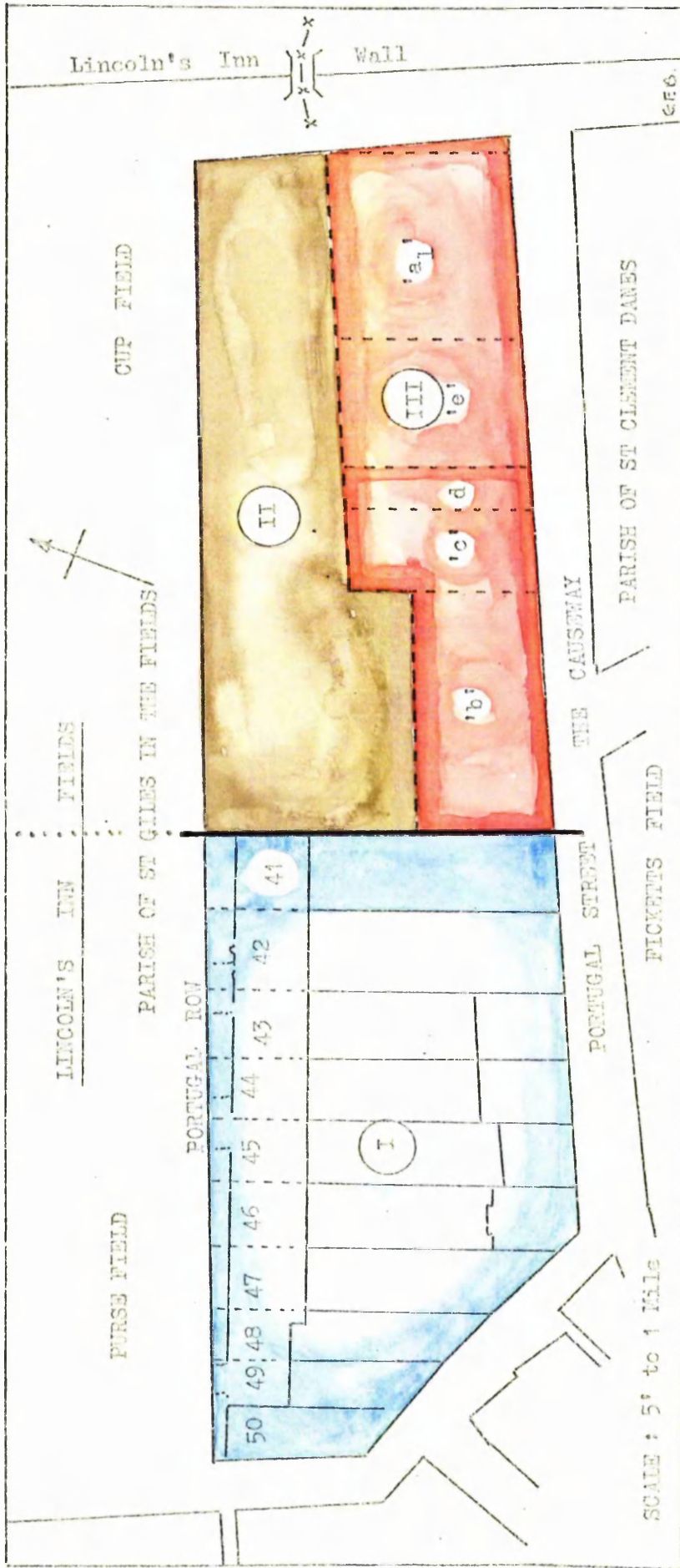
be construed and adjudged to be of the said one hundred and thirty foot of land in length and to be accompted from Purse Field in the bill mentioned west unto or towards Lincoln's Inn Wall east all along by the verge of the causeway leading from the building and stables or outhouses then or then late in the tenure of the Lord Brudenell or his assigns towards Lincoln's Inn Wall and from the verge of the said causeway south and north seventy three foot in breadth.³⁰

It will be noted that each description of the property gives rise to different interpretations of the plot. Admittedly these statements refer to events which took place nearly forty years earlier, but reference must have been made to the original indentures, and one can only suggest that there was error on the part of the clerks or wilful confusion introduced by one of the parties. According to the

Lisle-Reeve Complaint the plot was seventy three foot wide in the north and south and extended all along from north to south the eastern wall of Lord Brudenell's house, No. 41, whatever this dimension was, for it was never given within these documents. It has only been arrived at by reference to the indenture of the sale of the plot No. 41, the agreement between Cowper and the Society of Lincoln's Inn, and subsequent land exchanges, all of which have been compared with the Barry plan of 1848³¹ showing the whole site in order to justify the conclusion drawn here.

The Moore Answer, however, does provide both dimensions, length and breadth, more precisely, namely seventy three foot north and south along the southern end of the eastern wall of No. 41, and all along the Causeway in the south from the wall of No. 41 towards Lincoln's Inn Wall one hundred and thirty foot. The principal difference in the two descriptions is that the Lises claimed that the ground ran in length from north to south alongside No. 41, whereas the Moores stated that it ran from east to west along the Causeway; clearly only one can be accepted.

The evidence would seem to support the Moore statement for it will be recalled that this plot of land was part of the original 260' x 100' acquired by Cunningham from Newton and therefore, since that plot was only 100' wide north and south, the division of this plot when part of it was sold to Horatio Moore I and James Hooker could only permit the 130' length to run east and west. By reference to the plans of the area in question, fig.2, it will be clear that if this plot had run along the eastern wall of No. 41, north and south, for 130' it would have encroached upon land owned not by Sir David Cunningham but by Sir William Cowper and his associates. These factors argue in favour of accepting Moore II's statement and further evidence drawn from later developments makes for additional support.



From the graphic evidence it is quite clear that the tennis court, as illustrated by both Faithorne and Hollar, occupied a plot whose length ranged from west to east towards Lincoln's Inn Wall. In order not to labour the point here, pls. IV, V, VI and VII³² support this solution to the documentary evidence. All subsequent maps of the area in the intervening years show the same orientation and Barry's plan of the site provides the ultimate confirmation.

In conclusion it is claimed that the plot of 130' x 73' was situated on the northern verge of the Causeway running from the eastern wall of No. 41 towards Lincoln's Inn Wall for 130' and northwards, from the southern corner of the eastern wall of No. 41, 73'. The plot is shown in this position in fig.3, 'b', where its relationship to the larger piece or parcel of ground from which it was divided is apparent.

Two further plots were bought by Horatio Moore I and James Hooker which came from the remaining 130' x 100' that Sir David Cunningham still possessed in 1656. Again these two plots are described as being 'all of this part of the said parcel of ground of two hundred and sixty foot in length and one hundred foot in breadth'. With regard to this transaction there is no dispute in the Bills and both the Moore II Answer and the Lisle-Reeve Complaint confirm that on 25 July 1656 Sir David Cunningham conveyed to Horatio Moore I for, in total, £178, by way of two separate moieties in,

another parcel of ground lying next to the said parcel of ground last before mentioned [that considered above], containing in breadth towards Lincoln's Inn forty five foot and in length from Cup Field aforesaid into the said field called Ficketts Field one hundred foot and also a moiety of another parcel of ground lying next the last mentioned parcel of ground containing in breadth towards Lincoln's Inn aforesaid twenty two foot and in length from the north part of Cup Field aforesaid into Ficketts Field aforesaid one hundred foot with appurtainances.³³

On the same day Sir David Cunningham conveyed to James Hooker for £90 the other moiety of the said parcel of ground of twenty two foot. The positions of these two plots of land are indicated on fig.3 as 'c' and 'd', leaving an area 'e', of the original 260' x 100' still in the hands of Cunningham but apparently leased to Anne Lisle since 1655.

The Portugal Row Plot Adjoining to the North.

Two years after purchasing the 130' x 73' site, and when the tennis court had been built, Horatio Moore I entered upon an exchange of land with his neighbours to the north, Sir William Cowper and Co. The importance of these negotiations is that first, the exchange which followed provided Moore I with direct access to Lincoln's Inn Fields, second, the deeds recording the re-sale of land, when divided into smaller plots, provide information relating directly to the tennis court.

The transactions that resulted involved the exchange of the two previous purchases by Moore I and Hooker, along with a portion of the larger plot acquired earlier, for a plot of land 72' wide by 113' in length which was part of Cup Field; the area belonging to Sir William Cowper and his associates, fig.3, II, to the north of Ficketts Field. There is confusion over the precise area of the ground which Moore I and Hooker exchanged, but it is possible to suggest a solution by reference to the Cowper and Moore indenture³⁴ and later developments.

The description of this plot to the east of the now erected court is drawn from an indenture of 26 February 1657/8. On that day the exchange of land was recorded by two indentures, one of two parts, Sir William Cowper, Captain James Cowper, Robert Henley and William Cowper of the first part and Horatio Moore I of the second part, the other a tripartite agreement between Horatio Moore I and Anne Tyler of the first part, John Henley of the second and William Cowper of the third.

Unfortunately only the first indenture appears to have been enrolled amongst the Close Rolls, and no search has uncovered the second, which would undoubtedly be of greater value here. However, the descriptions of the plots to be exchanged are as follows. Moore I was to exchange

for and in consideration of a certain parcel of land being part of Ficketts Field in the parish of St Clement Danes in the county Middlesex by the said Horatio Moore and Anne Tyler widow or one of them granted and conveyed or mentioned and intended to be granted and conveyed by several equal moieties or half parts unto John Henley of the Inner Temple London gent and his executors administrators and assignes and unto the said William Cowper his executors administrators and assignes.

John Henley and William Cowper exchanged a plot which was described as,

all that or so much of a certain field called or known by the name Cup Field otherwise Copp Field lying and being in the several parishes of St Giles in the Fields and of St Clement Danes or within one of them in the said county of Middlesex beginning or extending on the west part from the outer eastern post of the rails before the brick house now or late belonging unto or now or late in the tenure occupation or possession of the Lord Brudenell standing at the east end of the southern long row or range of buildings in the field commonly called or known by the name of Lincoln's Inn Fields in the said county of Middlesex and from thence in front extending seventy two foot of assize straight on eastward from the said post of the said rails towards Lincoln's Inn aforesaid and from the aforesaid front running southward hence unto the said field called Ficketts Field containing by estimation one hundred and thirteen foot of assize or thereabouts north and south by the same more or less.

The first description is not very informative and has to be augmented by information found elsewhere but the second gives about as much information as is required. But with regard to the land left in the possession of Moore I upon which the tennis court stood, one must turn to the 1689 bills which, in places, recite accurately the above mentioned indenture, and elsewhere, one hopes that that which is now lost is repeated with the same accuracy, even though what is meant is not always clear.

Both Complaint and Answer give the same rendering of the plot that was acquired by Moore I but concerning the plot exchanged, where the Complaint only says, 'for the consideration therein mentioned', the Answer, which might well be drawn from the original counterpart, is confusing,

in consideration of the conveyance hereafter mentioned to be made by Sir William Cowper James Cowper Robert Henley and William Cowper and one hundred pounds paid to Horatio Moore and part thereof to Anne Lisle and set over to one John Henley and the said Sir William Cowper . . . a parcel of ground part of Ficketts Field aforesaid one hundred and eighty eight foot in length from the house then in the possession or occupation of the Lord Brudenell eastward and from the utmost south bounds of Cup Field aforesaid to the pales then before the said tennis court one hundred foot being part of the said two hundred and sixty foot in length and one hundred foot in breadth so demised by the said William Newton to the said Sir David Cunningham.³⁵

The confusion of this direction has been compounded by the fact that Hotson transcribed 188' as 180'.³⁶ It is suggested that there is here an error of omission in the original indenture which can be rectified by the following argument.

The crux of the matter is that it would seem that this clause means Moore I to exchange a considerably larger plot of land than he either possessed or was to gain. In this respect I suggest that only the 67' x 100', part of the 260' x 100', plus an additional unused section of the 73' x 130' site was exchanged: the size of the sites then becomes comparable for such a transaction. If, as I suspect, not much more than 5'0" was relinquished from the 73' x 130' site, enough to allow Cowper to give a straight north south wall between what were to become 36 and 35 Portugal Row, the area exchanged was approximately 72' x 100' in Ficketts Field for the northerly 72' x 113'. In this case Moore I was gaining square footage and, if Anne Tyler/Lisle and Moore did receive, in addition, £100 they must have driven a hard

bargain with the Cowpers. The reason for the apparent disparity could be explained thus: first, the £100 was buying out Anne Tyler's lease on the property; secondly, there is the value which Cowper and Co. attached to the need to have stable access in Portugal Street for the houses they were to build in Portugal Row. Further it is argued that Moore I had already built his tennis court & the land to the north of it had depreciated in two respects, first, Moore could claim right of access to the northern side of the tennis court from Lincoln's Inn Fields and secondly, the impossibility of providing stabling at the rear of any houses built upon Portugal Row directly north of the court. There is of course another point that may have been considered, the 'nuisance factor' that the tennis court must have presented for the 'quality' who wished to build their Town houses in what had become a desirable address.

Clarifying the meaning of the above quotation from the Moore II Answer, I suggest that here again one has a Bill which only gives dimensions in one direction whilst appearing to give them in two. The suggestion is that the 188' is the length, north and south, of the property held by Lord Brudenell, and that the 100' dimension was the 100' north and south of the plots that Moore I and Hooker had purchased from Cunningham, for the wording reverts to that familiar in those indentures. There is nowhere in this apparent recitation of the missing indenture a measurement giving breadth east-west, except in the vaguest terms, east of the pales before the tennis court. What is avoided is the difficulty of stating clearly the dimensions of that strip of land between the tennis court and the previously documented plots, which alone had a legal description. Any other interpretation of these indentures fails to answer for the material evidence on the ground.

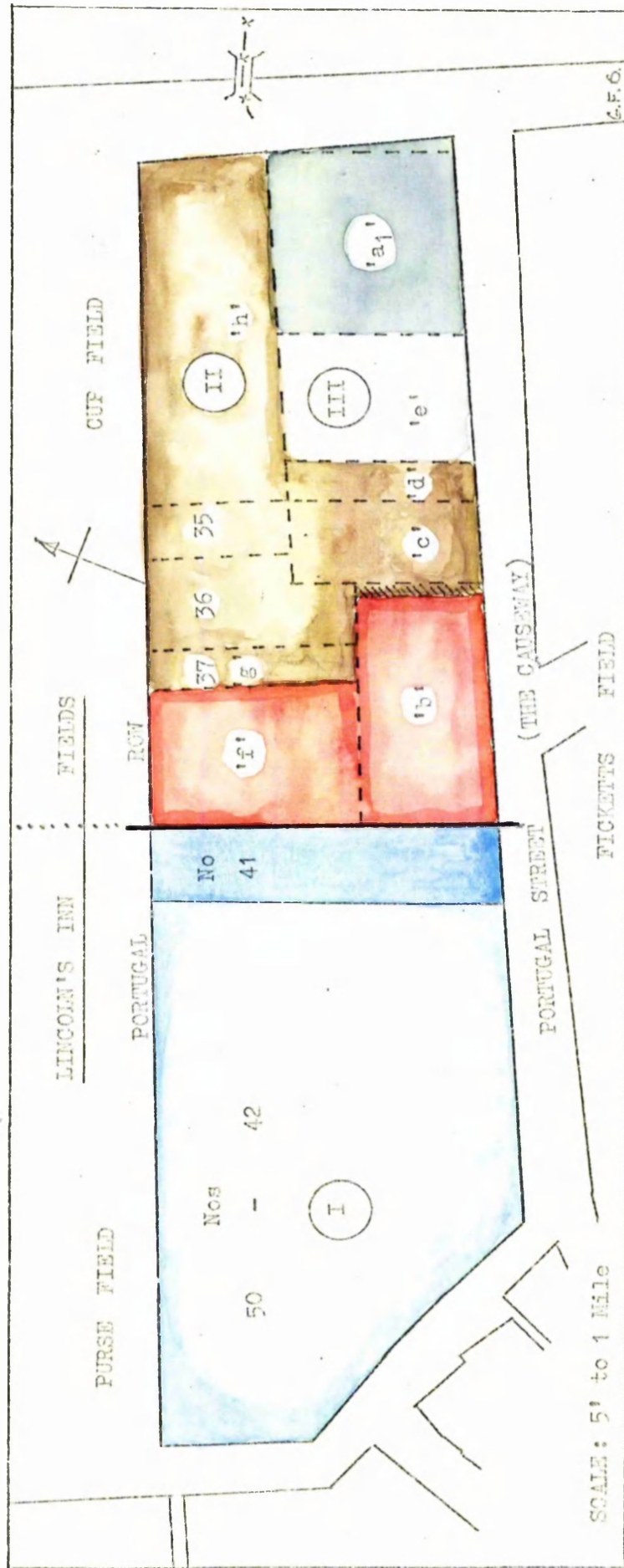
What is also of importance for determining the dimensions of the theatre and its use is the plot of land that Moore I and Hooker acquired in the exchange with Cowper and Co., who

in consideration of assignment and conveyance last mentioned . . . did grant sell and convey . . . part of Cup Field aforesaid extending from the uttermost eastern post of the rails before the Lord Brudenell's house eastward toward Lincoln's Inn seventy two foot or thereabouts and southward into Ficketts Field aforesaid one hundred and thirteen foot or thereabouts as in the bill is alleged.³⁷

or described as,

extending on the west part from the outer most eastern post of the rails before the brick house then or then late belonging unto or then late in the tenure occupation or possession of the Lord Brudenell standing at the west (sic) end of the southern long roe or range of buildings in the field called Lincoln's Inn Field and from thence in front extending seventy two foot of assize straight on eastward from the said post of the said rails towards Lincoln's Inn aforesaid and from the aforesaid front running southward hence unto the said field called Ficketts Field containing by estimation one hundred and thirteen foot of assize or thereabouts north and south by the same more or less.³⁸

There is nothing conflicting in these descriptions, which depend upon the Cowper and Moore indenture, and this wording is also followed in the Richard Moore Bill³⁹ although he gives the date of the indenture as 29 not 26 February 1657/8, but two points arise that are of interest. First the rails that are mentioned in the indentures are to be seen in the Hollar drawing, pl.II, and they, on the evidence drawn from the Cowper-Kirby agreement, establish the northerly extremities of the plots with which one is involved. This line of posts and rails, according to the measurements of the 1874 Ordnance Survey Map, would seem to have been later supplanted by the kerbs before the houses in Portugal Row, and this line has been used in all the reconstructions of the site to be found in the numerous figures and the larger scale drawings. The



LINCOLN'S INN FIELDS SOUTH SIDE 1658

AREA I PURSE FIELD

41 Portugal Row,
Lord Bradonell's house.

AREA II CUP FIELD

William Cowper, Robert Henley & Co.
development of site.

'f', 72' x 113' to H. Moore I & J. Hooker
of William Cowper in consideration of
III, d & C100. 26 Feb. 1657/3.

'g', 37, Portugal Row - leased to Adams,
part of Cowper - Henley plot.

'h', Residue developed later, see fig. 5.

AREA III TICKETS FIELD

'a1', Plot reserved by H. & W. Newton

'b', 73' x 130', H. Moore I & J. Hooker,

eastern part losses several feet in land transfer.

'c' & 'd', 67' x 100', transferred to Cowper - Henley Co..

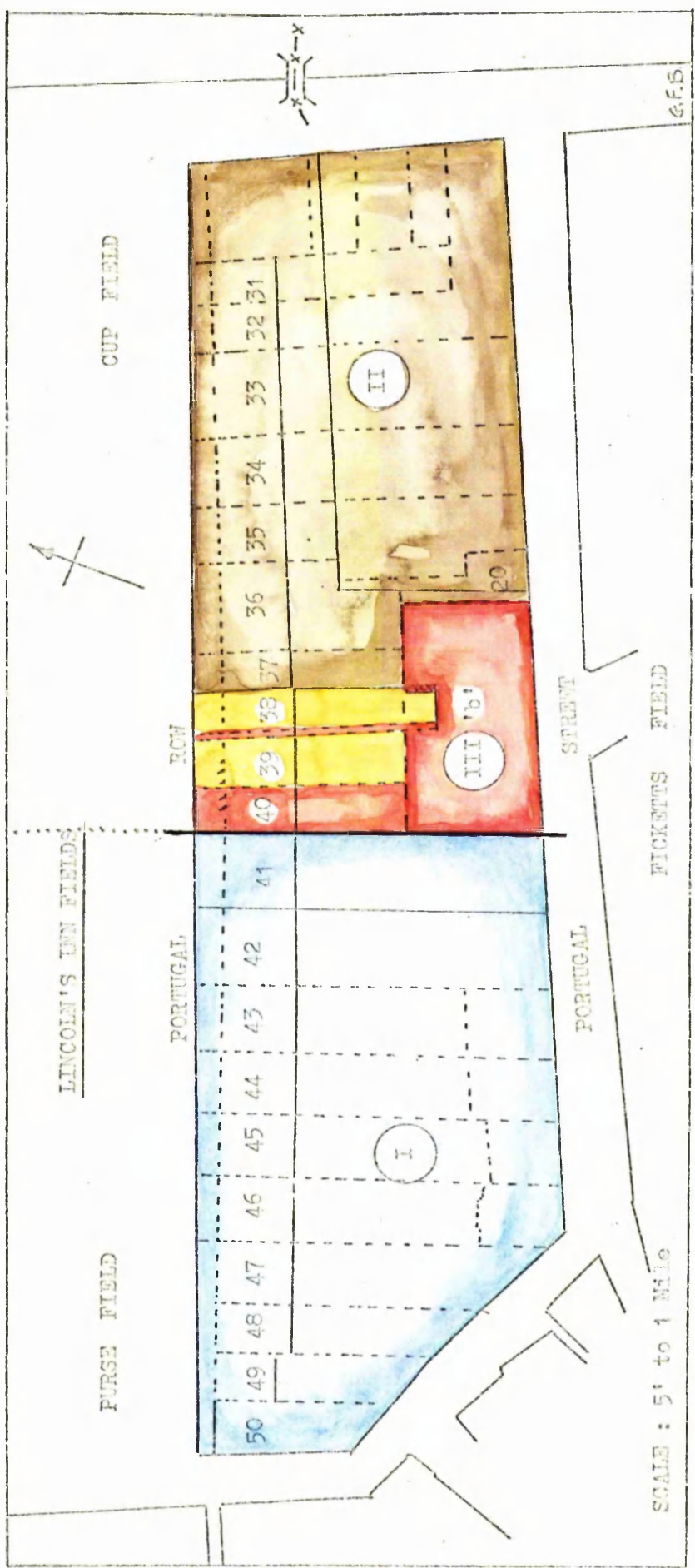
'e', Residue held by Sir David Cunningham.

second point to be noted is that the previous descriptions of the plot 130' x 73' could not have had its length oriented north and south, for it was part of the Cowper property and, even if that had been the case, it would have meant that Moore I had bought the same land twice.

The area under discussion, 72' x 113' is shown on fig.4, 'f', and coloured pink. Its relationship with the pink area 'b' is clear.

The importance of this site, 'f', and the development of it, to the theatre that followed the tennis court is that it helps to establish several features: first, the location of the passage that led from Lincoln's Inn Fields to the northern side of the tennis court; secondly, the position of the two adjoining houses at the north side of the tennis court; thirdly, the encroachments made by Davenant upon the property to the north of the court in order to give himself a scene dock; fourthly, the position and width of the western passage that connected Portugal Street to Portugal Row; and finally, those buildings which were developed adjacent to No. 38 Portugal Row, i.e., 37 and 36 Portugal Row, the latter of which was contiguous to that plot later numbered 20 Portugal Street and therefore defined the eastern boundary of the tennis court site.⁴⁰

Fig.5 shows that the tennis court which was initially surrounded on three sides by open fields was now becoming absorbed into a housing development, sandwiched between Portugal Row on the north, Portugal Street on the south, extensions to houses on Portugal Row to the east and Lord Brudenell's property on the west. Consideration will now be given to each of the points raised above.



LINCOLN'S INN FIELDS SOUTH SIDE 1658 - 1692

AREA I PURSE FIELD

41 Portugal Row
Lord Brudenell's house.

AREA II CUP FIELD

37 Portugal Row possession of Adams,
36 Portugal Row connected to Portugal
Street by No. 20 Portugal Street.

AREA III MOORE/LISLE properties and PASSAGE

III 'b', 73' x 130' plot.

'f', Plot divided into three,

40, Moore I, via several leases and conveyances to

Sir Edward Abney, 1692.

39, Lisle, then to W. Witherings then Tasburgh.

38, Moore to Emeline then W. Witherings then Culdeford.

Passage to west of No. 38 to L.I.F.

HATCHED area Davenport's encroachment into No. 38.

The houses 40, 39 and 38 Portugal Row, built on the plot to the north of the tennis court.

Having acquired this plot on Portugal Row, fig.4, 'f', Horatio Moore I lost no time in developing it. The recent findings in this area contradict those of Hotson⁴¹ and it will therefore be necessary to deal at some length with establishing the changes that were wrought upon this plot standing to the north of the court, which, it will be remembered, was already standing by the time building operations started on those houses subsequently numbered, from west to east, 40, 39, and 38 (see fig.5).

The fundamental point at variance between the facts and Hotson's interpretation of them which is to be found graphically in his plan of the site of the first Duke's Theatre, pl.VIII, is that on the plot 72' x 113', there were indeed three houses built each with a frontage of 24'; but Horatio Moore I built two houses, not one, the first for himself, the other in trust for Thomas Lisle, and it was the third, not the second, that he sold to John Emline. The owners, if not occupiers, of the three houses or plots 40, 39 and 38 at the close of 1658 were respectively Horatio Moore I, Thomas Lisle and John Emline. Richard Adams, who Hotson suggested occupied the site of No. 38, possessed or occupied the adjacent site to the east, i.e., No. 37, which was built on Cowper land not sold to Horatio Moore I. This house, No. 37, had an important part to play in the history of the theatre in the late years of the following century, and the land it occupied is already important, for it backed on to the northern side of the tennis court. The importance of the ownership of the houses is not to establish that there were three houses, but the relationship between Emline's house or plot and those of Moore I, for it was through Emline's land that it

was agreed the passage way should pass from Lincoln's Inn Fields to the tennis court. In consequence it is shown now, fig.5, twenty four foot further to the east than given by Hotson. Additionally Emline's plot, when later in the ownership of one Witherings, was subject to further encroachment which relates to Davenant's building an extension north and westward over this ground. One should therefore be prepared to find both the scene house and the theatre larger than has hitherto been projected.

It is not easy to understand the reason for Hotson's ignoring this fact, for it is mentioned in two documents he found in the Public Record Office; first, the bill of John Harris and Richard Harris, 29 January 1661/2,⁴² and secondly the bill of Horatio Moore II on 4 February 1661/2,⁴³ which was the first time Horatio Moore II defended himself against the Lisles who attempted to deprive him of his inheritance. In this instance Horatio Moore II was of course but a few years old and his case was pursued by his grandfather Richard Moore.

The nature of the first bill, that of the Harrises, will be better understood if one considers first the Moore claims found in the second bill. The burden of Richard Moore's complaint was

that whereas Horatio Moore your orators late father deceased on or about 29 February 1657 . . . did for a valuable consideration purchase to him and his heirs of Sir William Cowper [and Co.] . . . a piece or parcel of ground being part of Cup Field . . . of which piece of ground so purchased by your orators said father your orators said father sold to John Emblyn⁴⁴ [sic] and on the other part he did erect two several houses the interest of and to one of which houses did belong to Thomas Lisle Esq and your orators said fathers name was only used in trust for the said Thomas Lisle which the said Thomas Lisle hath since sold and conveyed the said house to William Witherings Esq and your orators said father reserving to himself the third house did likewise reserve the original deed of purchase to himself and to his heirs for the maintenance of their title to the said third house.⁴⁵

In 1662 Thomas Lisle had seized ~~this deed~~ under some pretext and he was, it was feared, attempting to sell the house as his own. Perhaps he was trying to claim that both houses were in trust for him and now that he had sold his own house was trying to move into his deceased son-in-law's house. Whatever the background to this affair was, later events show that he did not succeed; but of more importance here is the fact that this document clearly demonstrates the existence of three houses, of which two were built by Horatio Moore I. Furthermore this confirms that shortly after the initial building operations William Witherings was the owner of two, one purchased from Lisle and the other from Emline, while the Moores retained ownership of only one.

If this were not enough proof one can turn to the Harris Bill. This is a long story in which the Harrises were the executors of the will of Edward Harris and were trying to collect the assets of the said Edward. Years before, Sir David Cunningham had raised a loan of £600, the principal and interest of which he had not repaid, even, it was claimed, after a judgement had been successfully sought against him. He had since died. In 1662, therefore, the Harrises were attempting to recuperate this principal and interest from those who had derived their estate from the purchasers of the land in Ficketts Field sold to them by Sir David Cunningham, i.e., that plot 360' x 100'. The result of this action has not been pursued, but the important matter is that the Harrises listed the names of those holding property related to that held by Sir David Cunningham.

The Harris Bill sets out this roll as follows:

Thomas Lisle and Anne his wife and Anne Moore widow are tenants of two messuages and William Witherings is tenant of two more and that Robert Henley Esq and James Cowper Esq are tenants of six other messuages or tenements all of which said ten messuages or tenements are lately built upon the said piece of ground of which the said Sir David Cunningham was . . . possessed.

Later the document proceeded to be a little more explicit:

the above plotting and contriving how to hinder Harris
& Harris confederating with William Lenthall Esq [John]
Carew Esq Lord Morley Richard Adams Esq Sir Richard
Fanshaw Earl of Westmorland Lord Strangford Lord Coventry
Horatio Moore and divers others.⁴⁶

The names presented here are those who occupied all those houses built along Portugal Row to the east of Lord Brudenell's house, as well as the tennis court. The Lisles tried to avert any immediate action in the case by claiming that it would have to wait until Horatio Moore II was come of age and succeeded to his inheritance.⁴⁷ It is interesting that the Lisles were claiming Horatio Moore II had some right in the title of this property and nearly thirty years later Horatio Moore II was in Court defending his claim to this very same property. Both documents corroborate therefore in showing the number of houses built by Horatio Moore I: the two messages of the Lisle/Moore group refer to the tennis court and No. 40 Portugal Row, and the two houses owned by William Witherings were respectively Nos. 39 and 38.

There are further documents that support the fact that Horatio Moore I divided the land as set out above. These documents relating to the houses Nos. 39 and 38 are in the keeping of the R.C.S. of E.⁴⁸ and were evidently not seen by Hotson. The contents of these will be dealt with in the appropriate place.

The plot on Portugal Row - its houses and the passage.

It is not clear to what extent Horatio Moore I encroached upon that ground, previously bought from Cunningham, on which he had erected the tennis court with two houses adjoining to the north, when he set the southern boundaries to the two houses he built on Portugal Row, i.e., No. 40 and No. 39, fig.5. But two documents set out clearly the scope of the plot Moore I sold to Emline. The first indenture sets out the

plot size and states reservations, the second recites the previous description but adds information as to the manner in which the reservations were carried out. First, the indenture of conveyance by Moore I to John Emline⁴⁹ on 12 November 1658, for £110, of

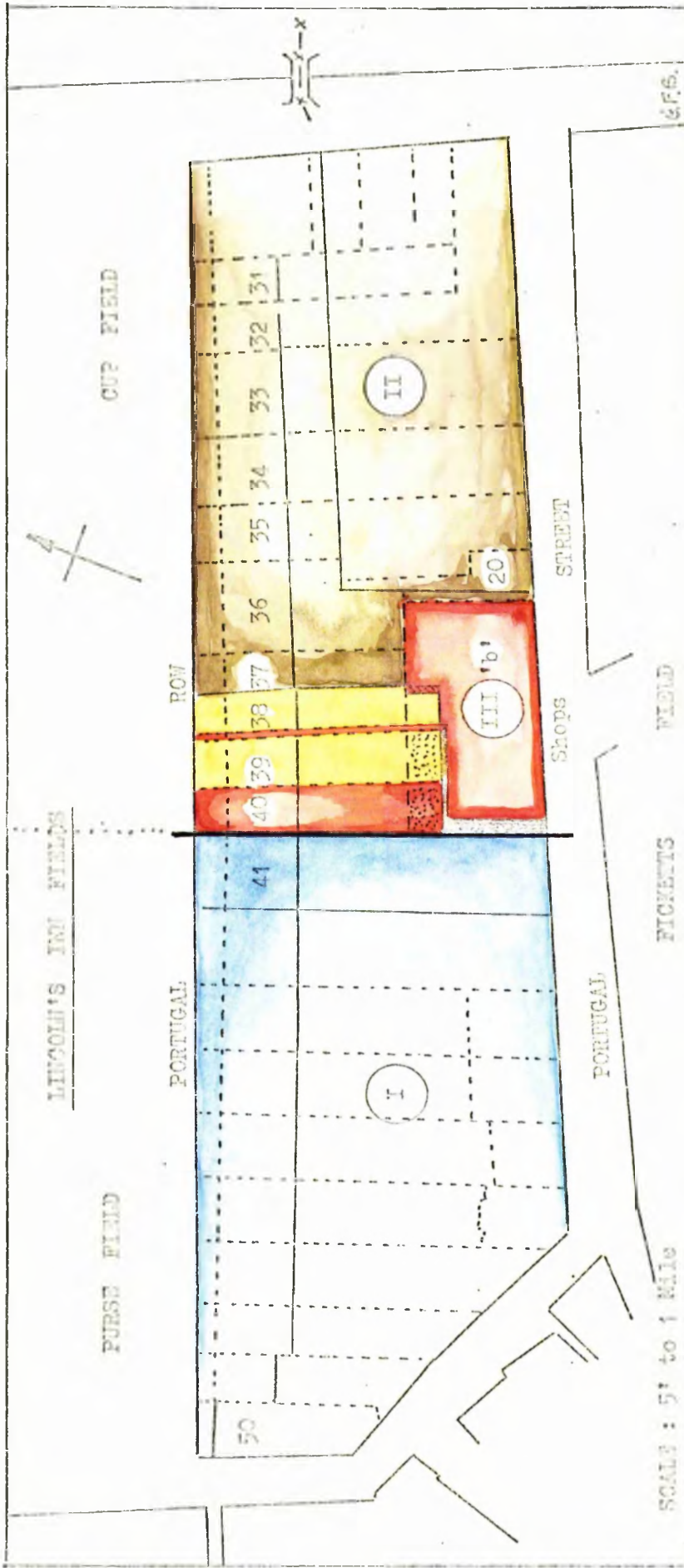
all that piece or parcel of ground situate lying and being in the north part or range of buildings and ground in Lincoln's Inn Fields in the parishes of St Giles in the Fields and St Clement Danes or one of them in the said county of Middlesex and containing in length from north to south one hundred and twenty seven foot of assize or thereabouts and in breadth in front from east to west twenty four foot of assize or thereabouts abutting upon a piece of ground of one (Richard) Adams on the east part upon a brick built messuage or tenement of Horatio Moore on the west part upon the said fields called Lincoln's Inn Fields on the north part and upon the blew pales within four foot of the house on the north side of the tennis court there on the south part together with all ways passages . . . except and always reserved out of this present deed and grant unto the said Horatio Moore his heirs and assigns or tenants occupiers and others coming and going from the said tennis court the use and liberty of a way or passage to be left at the east or west of the said piece of ground hereby granted to contain three foot and three inches at least (between) within the walls and the height of the first storey of the building intended upon the premises and to go through the same building as far as the said blew pales.

A year later the same plot with a new house was sold according to an agreement of 24 November 1659 for £650 by indenture dated 3 December 1659 between John Emline and William Witherings and described as follows,

all that part or parcel of ground lately purchased by him the said John Emline of Horatio Moore Esq and situate and lying . . . in Lincoln's Inn Fields . . . containing in length from north to south one hundred and twenty seven foot of assize or thereabouts abutting upon a piece of ground of Mr Edward Greene mentioned to be the ground of one Richard Adam on which there is a messuage lately built by the said Edward Greene on the east part upon a new brick messuage or tenement of Mr Thomas Lisle or late of the said Horatio Moore on the west part upon the fields called Lincoln's Inn Fields on the north part and upon the blew pales within four foot of the house on the north side of the tennis court

there on the south part upon which said parcel of ground hath been bargained and sold there is a messuage of brick newly erected which together with the said parcel of ground were lately mortgaged for £500 by the said John Emline to one Robert Plunkenett Gent always reserved one of the parts granted unto the said John Emline his heirs and assigns and the tenants and occupiers and others coming to and going from the said tennis court the use and liberty of the way and passage on the west end side of the said piece of ground as alley to pass into and from Lincoln's Inn Fields.⁵⁰

Several important facts emerge from these indentures which relate to the land surrounding the tennis court. The evidence drawn from them is represented in fig.5. First, that since the original plot in Portugal Row was only 113' north and south along the eastern wall of Lord Brudenell's house, No. 41, there must have been an encroachment of 14' upon the 73' north and south plot which ranged 130' along the Causeway and upon which the tennis court was built. Secondly, it is known that the pales upon which the Emline-Witherings plot terminated were 4' from the house on the north side of the tennis court. There were two houses adjoining on the north side of the tennis court but since the documents under consideration here do not say which house, east or west, it is not clear whether this is the house later occupied by Davenant or the one that he converted into his scene house. Various possibilities arise which will be considered later when further encroachments upon No. 38 are discussed. Third, informed by the last mentioned indenture that the passage from Lincoln's Inn Fields was on the western side of the property, No. 38, it is now clear that it was about 48' east of the wall of No. 41, the house of the Lord Brudenell, not 24' or thereabouts as Hotson suggested.⁵¹ The phrase 'or thereabouts' is introduced here not in imitation of the wording found in the deeds but to draw attention to the fact that on occasion the breadth of any given plot was not necessarily the same in the south as it was in the north



LINCOLN'S INN FIELDS SOUTH SIDE 1660/1

AREA I
Lord Brudenell's house.

Area II
37 Portugal Row to the East
20 Portugal Street to the East
Cowper/Henley property.

AREA III
40 Portugal Row, H. Moore I house
39 Portugal Row, W. Witherings
38 Portugal Row, W. Witherings
with passage way to L.I.F.

III'b', Theatre/tennis court plot, with passage to L.I.F.
and encroachment into 38 Portugal Row.

Possible plots of 40 & 39 Portugal Row if 127' deep.

from which it was surveyed and that a formalised drawing of the area can lead to considerable error, for Portugal Row did not and does not run parallel to Portugal Street and the eastern wall of No. 41 was not at right angles to either roadway, and furthermore the houses which were built on Portugal Row were not square to the line of railings set before them. The point is clarified in the illustrations used as figures to show the development of the site and also the larger scale plans of the tennis court and its environment, fig.25.

The fourth and last detail to which attention will be drawn at this stage is that since there are no deeds to indicate the depth of the houses built by Horatio Moore I, one for himself, No. 40, and the other in trust for Thomas Lisle, No. 39, one should not necessarily assume that he restricted himself to the depth of the original site, 113'. It is likely that if he sold to Emline a plot 127' deep there was precedent in the size of his own plots - assuming that the pales to the north of the tennis court ran in a straight line east to west and that both houses there adjoining were of equal projection. The plots of Nos. 39 and 40 may have extended as far south as is shown by the dotted areas in fig.6. This point will be considered further when consolidating the development of the pathway to the west of the tennis court which in the earliest years, before No. 40 was built, must have allowed passage through from the Causeway to Portugal Row and the fields beyond. Part of the pathway is shown in fig.6. The pathway north and west of the tennis court is indicated here in a formalised manner, a heavy black line, on the assumption that it might have been used as a link with the passageway through No. 38 Portugal Row.

Davenant's Scene House and his Encroachment on 38 Portugal Row.

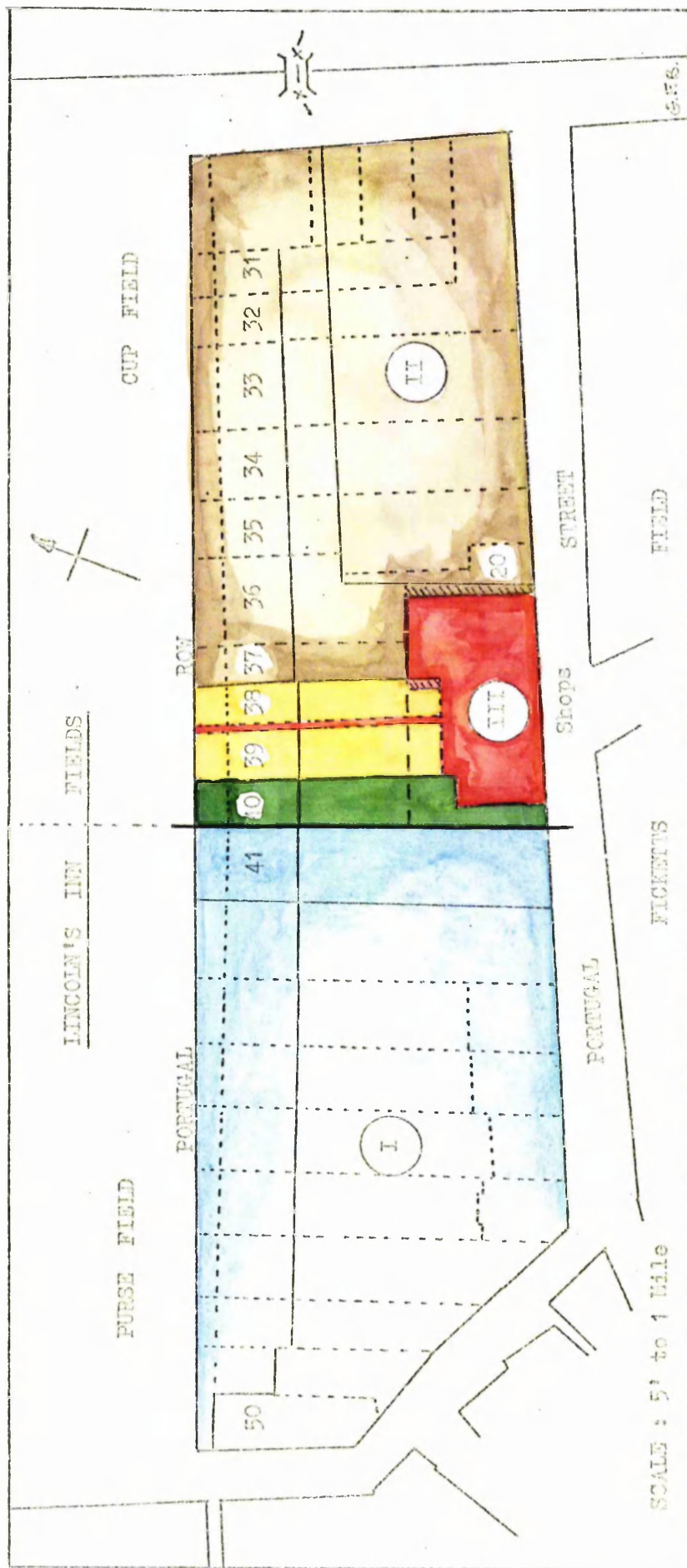
Remaining on the north side of the tennis court, there are several documents which relate to the conversion, in 1661, of the tennis court into a theatre undertaken by Sir William Davenant. The documents concern the land at the rear of No. 38 Portugal Row which was still in the ownership of William Witherings but leased 'late to one Carew and now in the occupation of Walker'. The bills arose out of an action of waste taken by Witherings against Carew and Davenant and which involved Walker as the current tenant, who wished to enjoy the rent paid by Davenant to him for the liberty of using part of his garden when Davenant extended the house to the north of the tennis court to do duty for a scene house. This encroachment is indicated, fig.6, by hatching on the eastern part of the southern projection of No. 38.

The area Davenant acquired was described as,

all that part of the garden wall . . . on the east end of the then garden and backside of the said John Carew in Portugal Row . . . and four foot of ground from the said wall westwards into and part of the said garden or backside with free ingress egress and regress for . . . Davenant . . . his workmen and assigns to enter into the same garden or backside to build upon the same wall and four foot of ground and at the end of the said lease . . . again to pull down the same to the intent to re-erect the said wall and to make it as it was . . . yielding and paying every year . . . Davenant . . . should use representations in the said theatre to the said John Carew . . . £4 per annum.⁵³

This encroachment has been indicated in fig.6, and will be seen also on the large scale ground plan fig.25. Of the two intrusions into the plot of No. 38 that of the passage remained for many years, certainly as long as there was either a tennis court or a theatre to the south of it. The duration of that on the eastern side of it is by no means clear, for even if Davenant did retire from the ground, which seems unlikely,

May 7.



1-4

41 Portugal Row, Lord Prudrell's House.

AREA II

37 Portugal Row, Cowper / Henley property.

20 Portugal Street, Cowper / Henley property.

AREA III

The site of the tennis court, U.I.F. I & U.I.F. II, with passage to U.I.F. through 38 Portugal Row.

[illegible]

conveyed to Sir Edward Abney & William Haslemore
1691

39 & 38 Portugal Row,
houses of W. Withering.

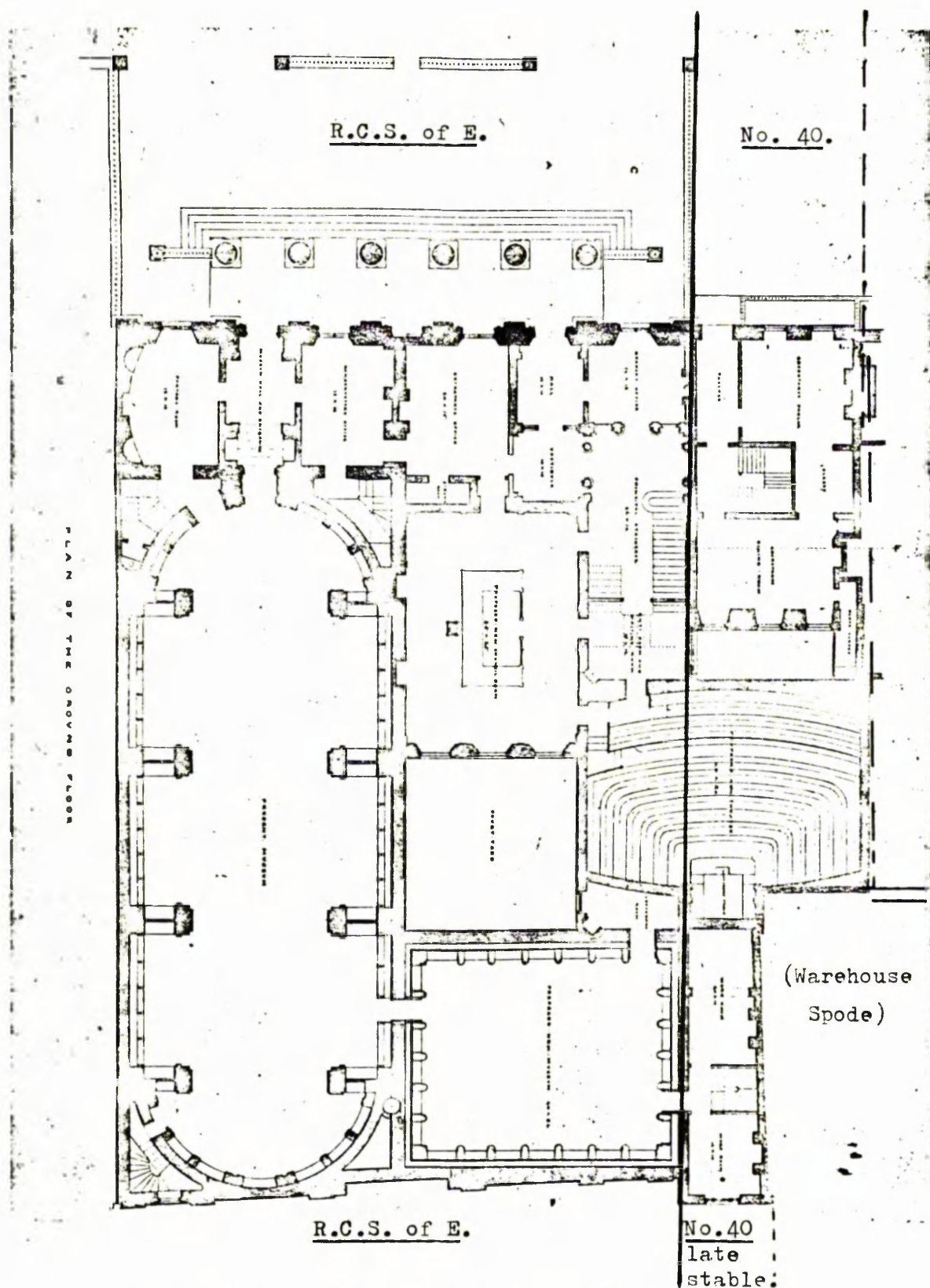
Richard Reeve might have done so when rebuilding the house, in 1675, after the short lease to the King's Co.. There are no deeds of conveyance to support the proposition, but at some point the owners of No. 38 may have sold to the tennis court owners the fourteen foot of ground that had been reduced on both sides, for by 1712, when Christopher Rich rebuilt the theatre, he was able to utilise the whole space at the rear of No. 38.

Having established that the eastern house behind the tennis court was to be used as a scene house, encroaching 4' upon the garden of No. 38 from an easterly direction, it must follow that the double house on the western side was that to which reference was made in the Emeline deeds for No. 39. This fact affords some guidance therefore as to the breadth of the double house when the reconstruction is attempted.

No. 40 Portugal Row and the western passage beside the tennis court.

To locate the western extremity of the tennis court attention will be turned to the passage way that lay between the eastern wall of No. 41 and the western wall of the tennis court, pl.III and fig.7, numbered 40 Portugal Row. Initially this lane would have provided access to and fro, through the tennis court grounds, between Lincoln's Inn Fields and the Causeway. Possibly it was still in existence when the building was functioning as a theatre of the first alteration, but its duration is uncertain. It must have been blocked up and built over by 1675 when reference is made to No. 40, which was then in the occupation of Sir Philip Warwick, as having stables and a coach-house.⁵⁴ Between 1675 and 1689 it was still owned by the Lisle-Reeve confederacy,⁵⁵ but by an indenture of sale dated 28 and 29 December 1692 for £850 Anne Lisle, Richard Reeve and Anne his wife, Horatio Moore II and Anne his wife, and Thomas Reeve conveyed to Sir Edward Abney and William Masemore the

Fig. 7a



From Sir Charles Barry Plan for R.C.S. of E.

1833, R.C.S. of E., Engineer's Office, 92. 36/7.

'said capital message'. This indenture was not produced when Josiah Spode bought the premises in 1802 and then only the burden of the indenture was recited. The extent of No. 40 is set out during the occupation of Dr Hobbs and at his death, 1698, with an inventory of its contents.⁵⁶ This information is found in the reply by Katherine Hobbs, widow and executrix of Thomas Hobbs, to the bill of Complaint filed in the High Court of Chancery in 1699.⁵⁷ The stables and coach-houses with other out-buildings were mentioned and their position on the site can be estimated.

The early mention, 1675, of the stables and coach-house might not refer to those at a later date, 1698, but from the description it is unlikely that out-buildings of the nature described could have been contained within the confines of a plot that was restricted to the supposed 113' depth or even that of the projected 127'. It is thought most probable therefore, that at the very latest, 1692, and possibly twenty years earlier, the site of No. 40 Portugal Row ran in depth the whole length of the two original plots, i.e., 186'. My unsubstantiated opinion is that it became part of No. 40 when Horatio Moore I built the house in the first instance. Even if the house, No. 40, were rebuilt during the 18th century, as Braines suggests,⁵⁸ the actual plot remained the same and was divorced from that of the tennis court playhouse site until the premises were purchased, quite independently of the playhouse site, by the Royal College of Surgeons in 1830. Then the stable area exhibited an irregular plan which was about 12' wide in the south and narrowed to about 10' on the north.

This can be seen clearly in the Charles Barry proposal for the extension of the College in 1833, pl.IXa.⁵⁹ The drawing suggests all the problems that Barry was coping with when he attempted to abut his building on to that which had been long established, fig.7a.

There are six illustrations of the theatre when it was in the occupation of Spode which show this stable more or less accurately. It is on the left or west of the warehouse. Probably the most precise rendering is that anonymous and undated view of the theatre from the west which shows the adjacent buildings, pl.XIII. A preparatory drawing or a pencil copy of this water-colour is in the keeping of the Somerset County Archive.⁶⁰ The second illustration is another, though less delicate and more colourful, water-colour, pl.XIV, anonymous, dated (1801) and unpublished. Thought to be roughly contemporary with the previous picture, it is a straightforward elevation of the front of the building and therefore pays less attention to the stable in question. In spite of that there is nothing shown that radically contradicts the first sketch. It does not give the impression that the draughtsman was dependent upon the first for information. This is quite an important point, for the next two engravings, pls.XIX and XX, seem to have one common and much earlier source from which the engravers worked without crediting the original. Consequently their work is not an accurate representation of the scene at the date of publication, but must refer back many years. These two illustrations are from the eastern side of the warehouse, the first by 'OJ' or 'JO' and used by Walford,⁶¹ 1874, and this appears to have been copied by Alfred Beaver in '95, i.e. 1895, for Heckethorn,⁶² who published his work in 1896 when the theatre was no longer standing. The most obvious difference between these two illustrations is that Beaver has supplied his own lay figures in the place of those supplied by 'OJ', but otherwise they show nothing in conflict with either the first engraving or the more primitive water-colour. The work of 'OJ' and Alfred Beaver is here reproduced as pl.XIX, and pl.XX, respectively.

In conclusion, it is suggested that the south end of the passage way became this stable and coach-house, and that there was no additional ground utilised on the western side by the lessees of the tennis court/playhouse, either in the remaining years of the 17th century or during the more extensive alterations to the theatre during the 18th century. Consequently the eastern wall of the stable was upon, if not in common with, the western wall of the tennis court or playhouse. Hotson estimated this passage as about 5'0" wide,⁶⁴ but now it is shown to be 12' wide in the south on the Causeway or Portugal Street and 10' to the north where it entered the yard at the rear of No. 40 Portugal Row. For the larger scale drawing of this area see the plans fig.16 and fig.29, which follow Charles Barry's proposal plan of 1833 in this critical area.

The Tennis Court on its eastern side.

The termination of the original tennis court site in the east is less well documented. There is the conveyance of 1658 which is ambiguous, and there are the later plans of Charles Barry which are more precise, pl.XIa. The confusing description found in the conveyance referring to this area of the playhouse site has been discussed above⁶⁵ and a solution offered which reconciles the evidence available from documentary sources and actual building operations that took place. It will be remembered that it was from this extract that Hotson deduced the length of the tennis court as approximately 75' for he smartly subtracted the two figures given there, 188' and 100', as denoting length east-west along the Causeway or Portugal Street. Accepting the error in transcription, the subtraction of 100' from 180', minus the allowance for the passage on the west side of the tennis court, 5', gave him an overall length of 75' to the building.⁶⁶ It is here proposed that a different solution provides a more acceptable answer to the problem. It has been shown above that the overall length of the 130' site was reduced by 5' to 125' at the

time of the exchange of land. It is shown in fig.7 adjoining No. 20 Portugal Street or the rear premises of No. 36 Portugal Row. This interpretation gives the tennis court site the overall length of 125' minus the width of the passage, which was shown above to be 12' leaving it approximately 113' long, not 75'.

If the deeds do not satisfactorily determine the eastern wall of the tennis court or any boundary marked by railings, the only remaining evidence to locate the termination of the premises is to be found in the Charles Barry plans of 1848, showing the warehouse and its neighbouring plots. Admittedly this is nearly two hundred years after the exchange of land, but as will be seen from the survey plan and the deeds supporting subsequent development of the site north and south, once building took place in the 1650s and early 1660s, the principal boundaries were established that were to remain until the 1850s. There were minor changes to the north but to the east there seems to have been little or no alteration. By reference to the Barry R.C.S. plan of the whole site, 1848, it will be noted that the warehouse, i.e., the third theatre, LIF III, extended 125' from Lord Brudenell's wall, or from the rear of No. 40 Portugal Row, eastward towards the house at the rear of No. 35 Portugal Row, i.e., No. 20 Portugal Street, 112/3'. What is suggested, therefore, is that the plan of 1848 refers to a situation that had existed in 1714 when Rich built the theatre and that the site remained unchanged on the east until the R.C.S. redeveloped the whole area in the 1950s, after extensive bomb damage. There is no documentary evidence to suggest otherwise and the surveys support the theory. The late 18th century and early 19th century sketches of the theatre, when it had become the Spode warehouse, also lend support. See pls.XIV, XVIII, XIX, XX.

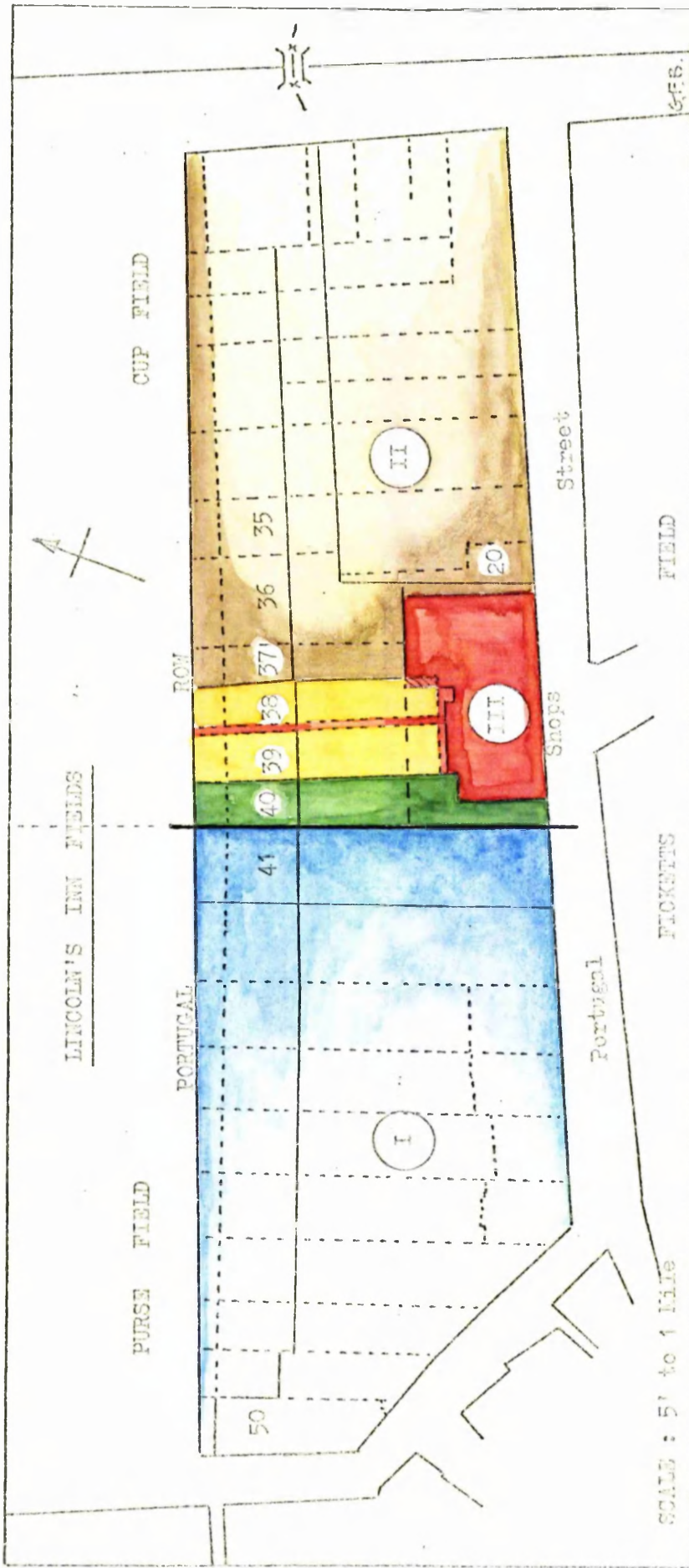
Consequently, it is argued that although the transfer of land, part of the 260' x 100' to Cowper and Co. in exchange for the Portugal Row site, is unclear, the evidence on the ground would suggest that the Moore I - Lisle group retained in length all that ground along the Causeway eastward from the stables of No. 41 to the western wall of what was to become known as No. 20 Portugal Street. The plot they exchanged in 1658 was 67' x 100' made up of the two plots 45' and 22' x 100', purchased in 1656, as well as a strip, 5' x 73', encroaching upon the original 73' x 130' plot on which the tennis court was built. Whether or not the tennis court eastern wall actually stood upon this extreme end of the site will be argued below, but at present one is determining the overall dimensions of the site and then placing the tennis court within it. The strip 5' x 73' is shown as a hatched area in fig.7.

The House on the Eastern Side, No. 20 Portugal Street.

The architectural style of the little house to the east of the warehouse can be seen in the sketches, pls.XIV, XVIII, XIX, XX.⁶⁷ These sketches must have been drawn prior to the building of the rear portico of the R.C.S.. This was designed by George Dance, pls.IXb, c, d, e, and establishes them as before 1809, those with the Dance elevation after 1809 and those before the 1833-5 development by Barry.⁶⁸ The house stylistically is of an earlier provenance than the earliest sketch, and could have been built before the 1714 playhouse, though there is nothing specific about the brick work that would place the house more precisely than the first quarter of the eighteenth century. Reference is made here to the brick relief panels, window arches and short and long brickwork around the doorway. Unfortunately there is no corroborating information to be drawn from the date of rebuilding that was

carried out on the main houses on Portugal Row. There is no evidence to suggest that this house could be so early as to have been occupied by the Earl of Rochester.⁶⁹ It might relate to the building activities undertaken in 1754⁷⁰ at No. 36 Portugal Row and is certainly likely to have occupied the site of the original stable to No. 36 if it was not itself the original. Christopher Rich in 1712-1714 was building, therefore, to the uttermost extent of the land on which the tennis court had stood. That is to say that he was limited by the stables on the west belonging to No. 40 Portugal Row, and on the east, by this house, probably part of a stable, at the rear of No. 36 Portugal Row, subsequently numbered 20 Portugal Street. The western boundary of this property, No. 36, was determined by the exchange of land negotiated between Cowper and Moore I in 1658.

Drawing together the overall dimensions of the site at the close of the first period during which the tennis court operated as a theatre, on the basis of the material discussed above, the site in 1675 presented the picture as illustrated in fig.7, and can be described as follows: on the south side along Portugal Street, about 112'0"; on the east side 68'0" along the boundary of 20 Portugal Street and 36 Portugal Row; on the north side, 48'0" at the rear of Nos. 36 and 37; turning south 8'0", then west at the boundary between the tennis court/playhouse and Nos. 38 and 39, 48'0", turning south again 16'0", and 16'0" towards the west to the corner and the boundary of No. 40. Finally, on the western side the boundary between the theatre and No. 40 is about 43'0".



LINCOLN'S INN FIELDS SOUTH SIDE 1674 - 1705

AREA I

41 Portugal Row, Lord Eudonell's house.

AREA II

37 - 35 etc. Portugal Row &
20 Portugal Street,

Courier/Henley property.

AREA III

Site of tennis court, LIF I & LIF II,
with 'Davenant's house' and
passage way to L.I.F. through No. 38.

40 Portugal Row

in possession of Sir Edward Ahney then
Dr Hobbs then Mr Callow.

39 Portugal Row,

in possession of Henry Tachburg.

38 Portugal Row,

in possession of Sir Robert Culdeford,
with passage way and encroachment on
the eastern side of yard for scene house.

The North Side of the Tennis Court - Playhouse, 1674-1705.

The reconstruction of the tennis court sheds light on the first and second theatres.

The only changes of any significance are those which occurred on the north side, for there are no records or indeed any signs of changes taking place on the other three sides during these years. The north side of the playhouse site presents the most difficult problems, (see fig.8), for here it is likely that changes were wrought over the forty years before the tennis court/playhouse was demolished to make way for the purpose-built structure erected by Christopher Rich.

In November 1671 the Duke's Company left the theatre for their newly constructed playhouse in Dorset Garden. Their place was swiftly taken by the King's Co., who remained in residence from January 1672 until March 1674. Their occupation was due to the fire which had destroyed the Theatre Royal, Drury Lane, and they stayed until that theatre had been rebuilt. It is unlikely that Killigrew undertook any alterations of a major kind, since his tenancy was understood to be of a temporary nature from the very beginning.

Following the departure of the King's Company, there was obviously no possibility, unless another disaster befell one of the companies, that the building would be able to continue in business as a theatre, and so the owners, Thomas Lisle, Anne Lisle, and now Richard Reeve, the husband of Anne Moore I, took steps to maintain its commercial viability. Their decision was to return it to its previous state and operate it as a tennis court again. This they seem to have done. The theatre reverted to a tennis court until 1695, when Thomas Betterton brought his seceding company back to the tennis court and proceeded to reconvert it once more to a playhouse. But the conversion in 1675 was not effected without controversy.

The substance of the conflict between Reeve and Lisle focuses around the fact that an agreement had been made between the holders of the two moieties in the property to invest in its reconstruction, but the terms had not been adhered to. Reeve, acting for his wife, had expended £500, but nothing had been forthcoming from the Lisles, and Reeve was becoming anxious about the repayment of the principal and interest. The Chancery Proceedings which followed are recorded in the Decrees and Orders, Hilary Term 1674,⁷¹ and quoted in the 1689 Bills, Complaint and Answer.⁷² The outcome of the various hearings of the case was that it was considered a good idea to spend money on the tennis court, though clearly those who were to inherit the premises would gain the most by any monies laid out at the time. Richard Reeve, it would appear, had already expended a considerable sum. Whether or not more was required is not certain, but the Order of the Court was that he was not to recuparate the money he had laid out until the death of his wife.⁷³ Consequently Richard Reeve never received his £500 and interest, which was at six per cent per annum, for he died before his wife. However, apart from this internal intrigue, the importance of the affair is that it records that Richard Reeve claimed to have refurbished the building and rebuilt one of the houses adjoining to the north of the tennis court. This occurrence is detailed in the 1689 Bill of Complaint.⁷⁴

With regard to setting out the geography of the north side of the tennis court in 1675, pieces of information from this case permit the proposition of the following outline. Recalling that the house, No. 40 in Portugal Row, by that time probably extended all the way through to Portugal Street, and its stables were built on the former passage way, and noting that the western adjoining house to the north of the tennis court according to Hollar, pl.III, was set well towards the centre of

the back wall of the court, it can be suggested that the garden area of No. 40 ran as far south as the wall of the tennis court, and was as wide as the frontage of that house, i.e., about 24'. On its eastern side, therefore, it would abut the western wall of the double gabled house seen in the Hollar engraving, pl.III.

Although this may seem a rather hasty conclusion, the suggestion is not without some support from evidence coming forward at a later date, and although undocumented in the form of specific conveyances, it has its basis in agreements concerning neighbouring properties in 1714 and the ground plans of the site in 1833-1848. For the sake of clarity discussion of these data must be deferred.

Moving further eastward on the northern side, there is the larger of the two houses, which seems to have retained its domestic function throughout the years; it was certainly lived in by the Davenants,⁷⁵ and by Betterton when he was tenant of the playhouse, but there is nothing to say categorically that any of the Lisles or Reeves inhabited the place. In fact, since they had other addresses out of London, it might well be that the house was reserved for the manager of the court when it was not in use as a playhouse. Evidence in support of these statements comes from the St.Clement Danes rate books.⁷⁶ The width of this house can only be surmised. It would seem to have been over 24' wide, and therefore would have run across the rear of No. 39 Portugal Row, and also across at least part of the rear of No. 38 Portugal Row, for it is likely that the house on the north side of the tennis court mentioned in the Emline and Witherings indentures was this house and not the smaller one, at the extreme eastern end of the tennis court, in the Hollar engraving, pl.III. How wide it was is impossible to say except that it did not extend so far eastward as to meet the rebuilt

house to the east when Davenant encroached upon the eastern wall of No. 38 Portugal Row. Certainly its boundary on the northern side must have been not less than 4'0" from the rails, described as 'blew pales', that had determined the southward extent of No. 38's plot, 127' from the line in Portugal Row that fixed its front. The distance the house projected from the wall of the tennis court can only be deduced from notions of how wide the tennis court itself was, and the manner in which it was placed on the site; these variables will be discussed when the first tennis court is considered within the defined space available.

Moving still further eastward, one can consider the house at that end of the court. It would appear from the Hollar engraving that this was a single house, but whether or not it was half the size of the westerly house is impossible to say. It was not large enough for Davenant who, as has already been noted, totally demolished it⁷⁷ or extended it. Two things are clear from this act; first, irrespective of what had gone before, the western limit to which Davenant built, second, since the houses to the north on Portugal Row at this point were on land outside the original plot and never part of the Moore estate, they were confined within the boundaries of the Cowper/Henley property. The depth of these houses was therefore 113'0".

It is unfortunate that the length of No. 37 is never cited in the title deeds held by the R.C.S., for that would have afforded the documentary evidence required. However it is possible to reconstruct this area without much controversy, for it is clear in the Barry plans that the southern terminations of No. 37 and particularly of No. 36 do rest (118' front to rear), more or less upon the line which determined the northern limit of the original Moore site of 73' x 130', fig.8.

In terms of the overall shape of the northern side of the tennis court it is therefore suggested that it follows the line indicated in fig.8, and could be described as, from the eastern stable wall of No. 40 along the northern wall of the tennis court, the 14' (about 14' - 16') residue of the 24'0" to 26'0" of the same property, then northwards along the depth of the house on the western side of the court which possibly terminates 131'0" from the Portugal Row frontage or 4'0" from the wall of No. 39 which stood upon the 'blew pales', turning eastward along the front of this house for an unknown length, possibly more than 24'0" but less than 40'0", then turning back southwards the depth of the house to meet the wall of the court. Running due north from the front of this house was the passageway, 3'3" wide, which led through to Portugal Row and Lincoln's Inn Fields. The north wall continued thereafter due east for an unspecified distance until meeting the wall of the eastern house adjoining the tennis court. The house at the eastern end of the court, once it had become enlarged to do duty as the scene house broke through the southern wall of No. 38 at a point 68'0", more or less, from the eastern wall of the Lord Brudenell's house, i.e., No. 41. It is considered that, even if the house did not extend northwards to the full extent of the original plot, there was available for development all that land to the north of the tennis court bounded by the rear walls of Nos. 37 and 36 Portugal Row. In other words, the northern boundary of the tennis court in this area was 113'0" more or less from the Portugal Row posts and rails, and extended further eastward along these walls as far as the western wall of No. 36, as it described its course towards Portugal Street in the south. The northern part of the site is clearly delineated in plan, fig.25, and fig.8 gives the general configuration.

When the theatre no longer functioned as such, after the withdrawal of the King's Company, and Reeve undertook to return the building to its former state, it is possible that changes took place on the northern side of the tennis court, the precise nature of which remains uncertain. It will be remembered that when Davenant encroached upon the garden of No. 38, then in the occupation of one Walker, but owned by William Witherings, Davenant had, in the agreement, contracted to make good the wall he had knocked down which had been the subject of the action of waste taken against Carew. Richard Reeve stated that he had rebuilt one of the houses on the north side, and it is presumed that it must have been this particular house, for there are no more actions in court regarding it. There is, however, no record of this rebuilding being in part at the charge of the Duke's Company. But in 1689, when Horatio Moore II was pursuing his rights in the property, two houses adjoining to the north were still recorded as being part of the premises.

The problem that arises over this statement that the house that Davenant had converted was rebuilt by Reeve, is that one does not know the extent of the Reeve reconstruction, for there is no reference to Betterton encroaching in the same manner as Davenant when he took over the tennis court and converted it once again to a theatre. Plainly he made it function as a theatre with scenery for another ten years, and it could have gone on longer had the company not become involved with Vanbrugh and moved to his Queen's Theatre in the Haymarket. If Davenant required the extension to the original eastern house to make the court function as a theatre, it is difficult to know how Betterton made it operate without a similar building for scenery and dressing rooms. I can only think that Reeve modified Davenant's scene house, and that his modification did not inhibit a later reversion to its former function.

Problems concerning the houses on the north side of the tennis court.

What is difficult to know for certain is which of the two houses the deeds refer to, for if the house which before seemed to be entirely devoted to domestic purposes was still in existence, Reeve could have been referring to that westerly house. On the other hand if, as subsequent plans indicate, the area on which that house had stood was in the possession of the Tasburghs, there is no document as yet to set any date on the conveyance of its plot.

One additional piece of information regarding this point can be gleaned from an abstract of title held by the R.C.S. which, though it does not clear up the difficulty, adds more fuel to the fire. This particular part of the abstract relates to the two houses 39 and 38 Portugal Row which, it will be remembered, belonged to William Witherings. By 1702 these two houses were in the possession of Henry Tasburgh, No. 39, and Sir Robert Guldeford, No. 38. They had each come by this property through their wives, Mary Frances and Clare, respectively. These ladies were the daughters of Anthony Monson but their mother was a Witherings, niece of William Witherings, and they had inherited the houses in question jointly. In 1702, there was a partition of the property made between the two parties, each taking one of the two houses but 'the two houses not being of equal value' the one allotted to the Tasburghs was charged with an annual rent of £8.10.0. payable to Sir Robert Guldeford and heirs. It is quite clear that an inequality had existed between the two houses from the moment of their erection, the passage through No. 38 and the later encroachment upon the eastern side of its garden. From evidence drawn from a 1714 deed of sale between Tasburgh and John Rich and Christopher Mosyer Rich⁷⁸ of a small patch of ground, the details of which will be discussed more fully below, it would seem that the

inequality mentioned here in 1702 was due to the encroachments considered above and that both houses adjoining the theatre remained in existence down to that date and probably until 1705 when Betterton left the theatre.

In pursuit of the houses to the north of the theatre one has necessarily moved beyond the scope of this chapter but the transactions touched upon above will be returned to at a more appropriate moment in the history of the site. Here it is necessary to include the evidence regarding those houses found in the rate books.

Reference to Betterton's occupation of the playhouse is to be found in Richard Reeve's will, 11 May 1698:

all that my messuage or tenement situate and being near the Playhouse in Little Lincoln's Inn Fields in the parish of St Clement Danes in the county of Middlesex now in the tenure of Mr Thomas Betterton.⁷⁹

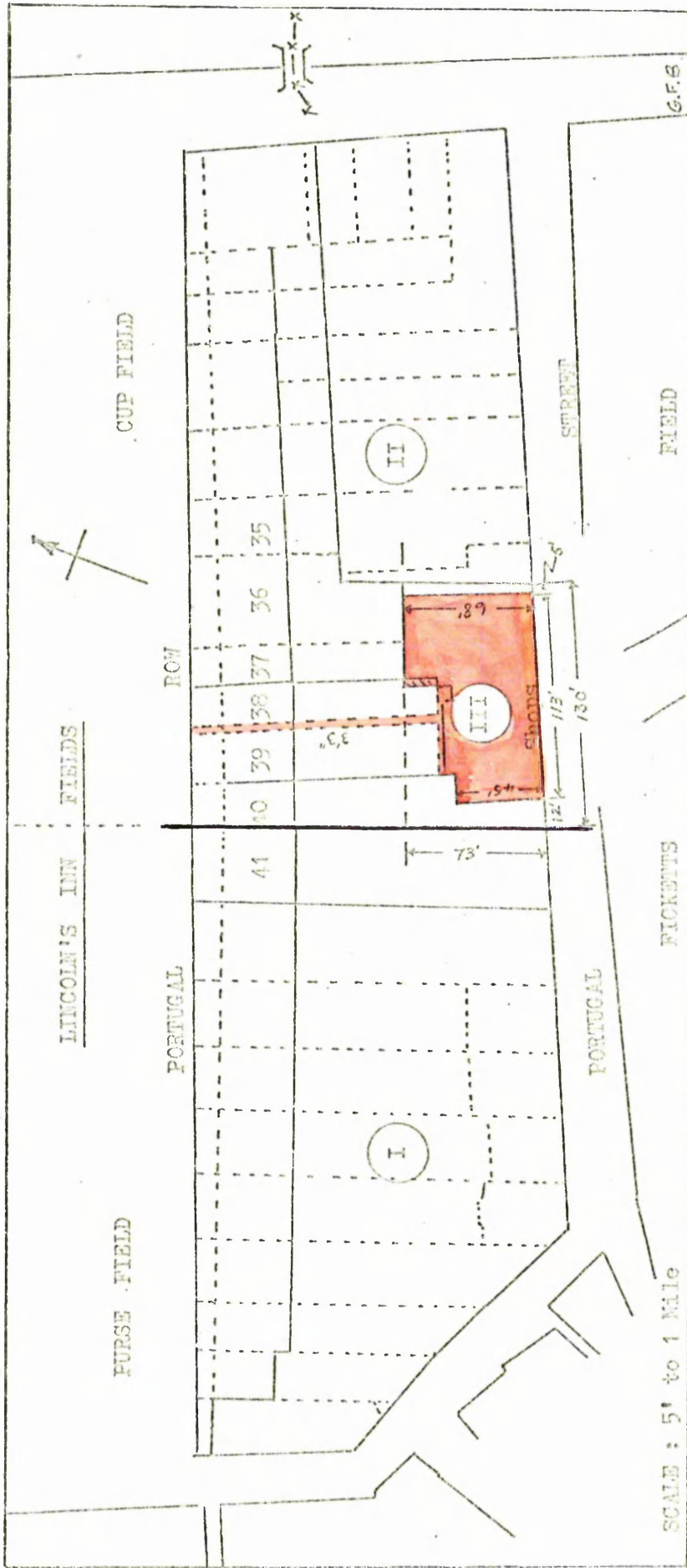
Here it is clear that the playhouse and the adjoining house are two distinct entities. A solution may be found in the way in which the two buildings are rated separately. Over the years down to 1714, there were two entries against the playhouse or tennis court. The fact that Richard Reeve owned the westerly house as a property separate from the playhouse and the house at the east end of the playhouse adds to what may be deduced from the final court ruling of the 1689 suit. Reeve made this will when the tennis court was once more a theatre, and it might well be that after that Court ruling, Richard Reeve was given the westerly house because that was the house upon which he had, in 1675, spent most on making habitable after Killigrew left, and not on that house to the east which did not have a separate existence, for as the result of Davenant's alteration it was subsequently considered part of the theatre. Rather than clog the matter in hand an analysis of the returns recorded in the

various rate books is to be found in the appendix.⁸⁰ What emerges from these records is that one may deduce the presence of both buildings down to 1714 when only a single entry covers the new playhouse. This is true also for those years during which the theatre was dark and awaiting destruction.

The South Side of the Tennis Court and Shops.

Returning to the outline of the tennis court site, one can conclude by moving to the south side which stood upon the Causeway or Portugal Street. This side is seen in the Hollar engraving, pl.III, and by reference to fig.8. Over the whole history of the site this is the side most frequently the subject of illustrations. Here there are few complications. To the west there is the wall of No. 41 Portugal Row and the passage way which has been discussed above and, as shown, shortly after the Hollar engraving was made and the houses to the north developed, was built upon, providing the stables and outhouses for No. 40. The breadth of this passage way was shown to be about 12'0" at the Portugal Street gateway. Proceeding eastward along the Causeway, the site ran as far as the little house that was built partly on the original 130' x 73' plot and partly upon the 45' x 100' plot that had been exchanged for the northerly plot 72' x 113'. Whether or not the court occupied the whole of this length will be discussed below.

In front of the tennis court, standing adjoining the south side of the court and probably as much on the tennis court land as upon the public highway, were some shops, or huts that served as such. They are said to have existed in the days of the first tennis court and perhaps to have been removed during the period of the first theatre and, if so, they were replaced during the second period when it was a court. One presumes that they were removed during the occupation of Betterton. But



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the last mention of them is in the 1689 Bills, when both Complaint and Answer⁸¹ refer to them as shops or huts and it seems likely that their reappearance was due to the Reeve renovations. Their purpose was possibly to serve refreshments to those visiting the tennis court. Though the main entrance to the court was on the northern side, it is likely that there was a path at the eastern end of the court allowing way to the rear; this is supposition and will be discussed below. However there were these shops which came and went, but their impermanence suggests that they were slight structures.

The Site of Lisle's Tennis Court, L.I.F. I and L.I.F. II, Entire.

At the end of 1705 when the Betterton Company finally left the theatre in Lincoln's Inn Fields for the Queen's Theatre the former remained dark until Christopher Rich pulled it down to make way for his New Theatre in Lincoln's Inn Fields. Due to the loss of assignments carried out at that date and the absence of any recitation of the contents of the tennis court-playhouse, there remains only repetitions of previous deeds. These need not necessarily be accurate accounts of the building and surrounding land as it was in 1705-1712; here I allow at least two years for the planning and construction of the theatre erected to open in November 1714. As far as is known the description of the site in 1705, taking into account all that has been reviewed above, would be as follows: (see plan, fig.25 and fig.9).

East, all along the western wall of No. 20 Portugal Street, north and south, from the southern wall of No. 36 Portugal Row to the Causeway or Portugal Street in the south, 68'0".

On the south, all along the Causeway from the stable or little house at the rear of No. 36 Portugal Row, No. 20 Portugal Street, west to the eastern wall of the stables belonging to No. 40 Portugal Row, 112' - 113'0".

On the west, all along the eastern wall of the stables/coach house of No. 40 Portugal Row north and south, 45'0", plus the depth of the original westerly house adjoining on the north side of the tennis court which was 4'0" short of the 'blew pales' 127' south of Portugal Row, that is, 59'0".

On the north side, possibly all along the pales at the north side of the tennis court accommodating the original house on the west, the passage way through to Lincoln's Inn Fields between No. 39 and No. 38, to the eastern house which underwent several changes but probably stood upon land which had the full depth of the site to the rear walls of No. 37 and No. 38 Portugal Row, i.e., the full depth of the original plot, 73' x 130', and bounded on the east by the wall of No. 36 Portugal Row or the wall of No. 20 Portugal Street. These boundaries to the tennis court and the theatre site are extracted from the plan, fig.25, and shown here in detail fig.9, and the measurements indicated.

Thus stood the theatre and its environs in 1705 when not only did the building cease to operate as a theatre but it also changed hands in terms of ownership and lease.

Notes, pp. 1-61

- ¹ The first tennis court converted to a theatre in London was Gibbons' Tennis Court, Killigrew's Theatre Royal in Vere Street.
 L. Hotson, The Commonwealth and Restoration Stage, 1928, pp. 114-120.
 E.A. Langhans, 'Conjectural Reconstructions of the Vere Street and Lincoln's Inn Fields Theatres', Essays in Theatre, vol.1, No. 1, 1982, pp. 14-26.
 G. Barlow, 'Gibbons's Tennis Court: Hollar v. Wilkinson', T.R.I., N.S., vol.8, No. 2, pp. 130-146, 1983.
- ² Hotson, op. cit., pp. 120-127.
- ³ Paul Sawyer, The New Theatre in Lincoln's Inn Fields, 1979.
 also see: E. Scanlan, 'Reconstruction of the Duke's Playhouse in Lincoln's Inn Fields, 1661-1671', T.N., vol.10, 1956, pp. 45-50.
 E.A. Langhans, 'Notes on the Reconstruction of the Lincoln's Inn Fields Theatres', T.N., vol.10, 1956, pp. 112-114, and 'Conjectural Reconstructions of the Vere Street and Lincoln's Inn Fields Theatres', Essays in Theatre, vol.1, No. 1, 1982, pp. 14-31.
- ⁴ Ed. Sir Lawrence Gomme, The Survey of London, vol.III, pt.I, 1912.
- ⁵ Hotson, op. cit., p.123.
- ⁶ P.R.O., C10/237/65, Complaint. Moore leased to Lisle, 29 Apr. 1658, the court and houses at £80 p.a., the 'New Tennis Court'.
- ⁷ Hotson, op. cit., p. 401. Transcription of B.M. Add. Ch. 9296. Also see W.P.L., Parish Poor Tax Registers in which the title reverted to the New Tennis Court in 1674.
- ⁸ The Survey of London, vol.III, pt.I, 'St.Giles in the Fields', pp. 3-22.
- ⁹ The Ordnance Survey map of London, 1874, has been used in all the figures illustrating the reconstruction of the site, scale line 5' = 1 mile or 1/32" = 2.75'.
- ¹⁰ Newton to Sir Basil Brookes, 18 Mar. 1639, 16 Chas 1 (4), C54/3229/
 The messuage doth and doe abutt east upon other ground of the said William Newton lying upon Cup Field west upon a house of Richard Ellis carpenter lately built north upon the open field called Purse Field south upon the Causeway leading from Lincoln's

Inn to Louches building with 41 foot of assize upon Purse Field and from the front to the end of the stable and couch house on the east 128 foot and on the west 132 foot and beareth in breadth upon the said Causeway 41 foot.

Sir Basil Brookes to John Warren Esq., 18 Chas I (15), C54/3297/

for £160 . . . the house . . . and piece and parcel of ground containeth in breadth from the wall of the said messuage 43 foot and in length from the even line of the said front southward 129 foot . . . which said plot of ground doth abutt on the north upon the residue of Purse Field on the west side upon the wall of the said other house lately built on the east side upon a piece of ground of one William Newton Gent in the said field called Ficketts Field and on the south upon the way leading from Lincoln's Inn to Lowches building and containeth full 43 foot in breadth on each end all which said premises are situate lying and being in the said Purse Field . . .

John Warren Esq. to John Hervey of Lincoln's Inn, 13 June 1649, C54/3480/18.

for £400 . . . 43 foot wide . . . 129 foot in length . . .

11 Hill to Cowper, 30 Dec 1652, CR 1652 (46), C54/3686/22.

Indenture, Judith Hill widow of Thos Hill late of Fulham and Sir William Cowper of Ratling Court, Kent dated 30 Dec. 1652, for the sum of £190 Judith Hill sells to Sir William Cowper Bart 'all that field with appurtainances commonly called and known by the name of Cop Field or Cupfield situate lying and being in the parish of St Giles in the Fields and of St Clement Danes contayning by estimation six acres . . . abutting upon the brick wall of Lincoln's Inn walkes towards the east and all singular edifices buildings stables yards chambers shops cellars

Chancery Proceedings, Bridges XXIII (10),

From this case it appears that Judith Hill was the sister of Sir William Cowper and that this sale was contested by one John Hooker on the grounds that J. Hill had made a previous agreement to sell to J. Hooker, but subsequent actions show that he failed in his claim.

12 Cowper, Henley and Cowper and the Society of Lincoln's Inn, Agreement. The Black Books of Lincoln's Inn, vol. II, p.469.

Indenture 19 June 1657 . . . to proceed with continue carry on and erect in and upon the said field a certain row or rows of new brick buildings immediately and directly from that part or row of houses or buildings then lately erected called or known by the name of Portugal Row toward the outermost wall of the Walkes of Lincoln's Inn aforesaid but not within 40 foot of the said wall which said new buildings are to carry and bear equal and parrallel proportions in the front to the said buildings called Portugal Row now fronting on the southwest side of a certain piece of ground called and known by the name of Copfield or Cupfield hereafter mentioned and whereas they are . . . to begin proceed with continue carry on and erect in

and upon the said field a row or range of new brick buildings from a certain alley called Partridge Alley opening into the said field on the north side thereof toward the said utmost wall of Lincoln's Inn Walk aforesaid but not within forty foot of the said wall which said new buildings are to continue all along the north side of the said field in even and equal parrallel proportions in the front with the buildings lately erected by one Newman or his assigns thereby making the said new buildings to be as aforesaid and the buildings upon the next adjoining piece of ground called Pursefield into three sides of a quadrangle the outmost wall of Lincoln's Inn Wall aforesaid making a fourth.

Recognitions of this contract, H.C.J., VII, 563.

Whereas there is an Agreement or contract made between the Society of Lincoln's Inn and J. Cowper and Richard Henley Esq and other owners of certain parcels of ground in Lincoln's Inn Fields for the erecting and finishing certain houses and new buildings on three sides of the said fields; and for the conveying and assigning the rest and residue of the said field unto the said Society.

13 Instances of attempts to prevent building in Lincoln's Inn Fields.

The slow development of the Fields was also to some extent due to Government or Crown intervention; see:

4 Nov 1613, A letter from the Lords of the Privy Council to the Justices of the Peace for the County of Middlesex to restrain and forbid the buildings in Lincoln's Inn Fields.

20 Feb 1613/4, The Benchers, Barristers and students of Lincoln's Inn . . . that notwithstanding the previous Lordship's letters there was going ahead building in Lincoln's Inn Fields. Signed by the Lord Mayor and Aldermen of London, J.P.s of Middlesex, Benchers of Grays Inn, Lincoln's Inn, Middle Temple, and Inward Temple.

Regs of Privy Council, vol.III, f 45; 1656 Cap 24: Enacts that every building on a new foundation built within 10 miles of the walls of London since March 25 1620 and not having attached four acres shall pay one year's rent or year's value . . . a commission is appointed to administer the Act. For the prevention of burning and firing of houses it is enacted that all built in the future shall be of brick and stone . . . any new erection built after 29 Sept 1657 failing to comply with the new regulations shall forfeit £100 for the use of the Commonwealth and £20 to the poor every month . . . various provisos including that for Lincoln's Inn Fields.

C.S.P. Dom., 1656-7, vol.CXXIX, 127, (1883), pp. 70-71.

C.S.P. Dom., 1657-8, vol.CLV, pp. 17-18, Act for preventing multiplicity of building in and within 10 miles of London exception in favour inter alia of building in Lincoln's Inn Fields before Oct. 1659.

Instances related specifically to the building of the tennis court: drawn from The Black Books of Lincoln's Inn, ed. W.P. Baildon, 1898, vol.II.

p.414, f. 629, 5 Nov 1656; It is ordered that the Stewards doe take care to have an information drawne against James Hooker and Anne Tyler for new buildings in Lincoln's Inn Fields intended for a rackett courte.

f. 630, 18 Nov 1656; That the information ordered at the last Councel to be drawne against James Hooker and Anne Tyler for the new buildings in Lincoln's Inn Fields intended for a tennis court, be proceeded in by the Steward and prosecuted with effect not withstanding their petition to this Councel. (See petition below).

p.415, f. 633, 4 Feb 1657; A committee is appointed for receiving propositions from Mr Henley and Mr Cowper concerning the buildings in Cup Field and from James Hooker and Anne Tyler concerning the new building in Lincoln's Inn Fields intended for a tennis court.

p.416, f. 634, 12 Feb 1657; The Council accept propositions made by Mr Henley and Mr Cowper and are allowed to proceed with the building with the consent of the Society. A Committee is set up to deal with the conveyance - Sir Lislebone Long, (Recorder of London), and six Benchers. The matter of the proposed tennis court is referred to the same committee.

p.417, f. 635, 30 Apr 1657; The conveyance respecting the buildings in Cup Fields is drawn. Ordered that it shall be executed. The matter of the tennis court is adjourned.

pp.465-6, regarding the petition against further building 1656, 'that now of late one Horatio Moore and James Hooker Gent claiming under the said William Newton and colour of the said letter patent being now (as your Petitioner humbly conceive) enforce have prepared a great store of bricks and other materials for the erecting of more new buildings upon the said field . . .

C.S.P. Dom., 1656-7, vol.CXXIX, 127, pp.70-71.

Petition . . . That now of late one Horatio Moore and James Hooker Gent and diverse other persons unknown to your petitioners, claiming under the said William Newton by colour of the said Letters Patent, being not now (as your petitioners humbly conceive) in force, have prepared very great store of bricks and other materials for the erection of more new building upon the said Fields; and in pursuance thereof have lately set up and posted diverse printed bills in the most public places of this city, thereby to invite men to take leases of the said Fields, and to raise new houses upon the same, to the great prejudice and damage of your said Petitioners in their liberties and privileges aforesaid; they take advantage of the Lords the Judges being in their circuits, whereby the ordinary courses of Justice for preventing the same is for the present obstructed . . .

5 August 1656 His Highness referred this petition to the Council,

15 August 1656 the Council ordered a stay of further building, See, House of Commons Journal, VII, 563; 19 June 1657, debate on a Bill and fine. pp.535 and 538 for reading of leaseholders in L.I.F. Petition.

- 14 Cowper and Kirby Agreement, B.M., Ms Cart Cotton XXIV (47).

Items 5 and 9 from 1659 Cowper and Kirby Agreement.

Item 5 That the said Richard Kirby his executors administrators and assigns shall and will and sufficiently with stones pave all the breadth of the street allotted and appointed from the front of the said two houses hence to the rails in range with the rails standing on the north side of Portugal Row aforesaid and in length along and so far as the said parcel of ground doth extend and shall raise or take lower the same if need be.

Item 9 That the said Richard Kirby his executors . . . shall and will enclose one piece of ground all the front of the said two houses with a brick wall containing the thickness of one brick and a half in thickness and in all ways in equal and parrallel proportion and range with those already made in Portugal Row aforesaid and with like and proportionable great grates of freeze stone and pavement and two great doors with brick and stone and he the said Richard Kirby . . . shall make two such arches and vaults of brick in equal height and breadth under each of the aforesaid to be enclosed courtyards of the said two houses and buildings with those made by Horatio Moore Esq with iron grates to give light in to the said vaults.

- 15 Newton to Brookes, CR 16 Chas I (4), C54/3229/

See transcription n. 10 above.

- 16 For transcription see n. 12 above.

- 17 Close Rolls noting the staking out of sites in Portugal Row,
P.R.O., C54/3224/4, Newton to Murray, Hardbourne & Morrison, 10 Sept. 1640.
ibid., C54/3172/9, Newton to Banke, 15 Aug 1638.
ibid., C54/3172/10, Newton to Plunkett, 17 Aug 1638.
ibid., C54/3172/11, Newton to Goode, 17 Aug 1638.
ibid., C54/3172/23, Newton to Hope, 15 Aug 1638.

- 18 ibid., C10/237/65, Complaint cites indenture to Cunningham, 1639.

- 19 ibid.

- 20 Hotson, op. cit., Appendix, p. 316.

- 21 P.R.O., C10/237/65, and C33/244/260. (App. p. 51 & pp. 53-54).

- 22 ibid., C10/237/65, 12 Aug 1644.

- 23 ibid., C10/237/65; C7/455/70 and C33/244/260, 11 Feb 1674.
(App. p. 54; pp. 33-34 & pp. 54).

- 24 ibid., C10/237/65, Moore Answer.

- 25 P.R.O., C7/455/70, Harris and Harris Bill. (App. pp. 24-25).
- 26 *ibid.*, C10/237/65, indenture Cowper to Moore, 1658.
- 27 *ibid.*, C10/237/65, Complaint. (App. pp. 57-84).
- 28 *ibid.*, C10/237/65, Complaint and Answer.
C.C.P. Fine, Trinity Term 1656 gives the description
which is recited in this indenture, C7/455/70.
- 29 *ibid.*, C10/237/65, Complaint. (App. pp. 63-64).
- 30 *ibid.*, C10/237/65, Answer. (App. p. 89).
- 31 R.C.S. of E., Sir Charles Barry, 1848, which is too large to be
reproduced entire, can be reconstructed with pls.XIa - XIId.
- 32 It is acknowledged that only Lea and Glynne, 1706, represent the
tennis court-theatre of the first building, but it will be shown
that the 1714 theatre, LIF III, was built upon the same site as
the earlier theatre which ran in length east-west along Portugal
Street.
- 33 P.R.O., C10/237/65, Complaint and Answer. (App. p. 65 & p. 93).
- 34 Recitation of the indenture Cowper to Moore, 26 Feb 1657/8, in
1689 Bill, P.R.O., C10/237/65, see both Complaint and Answer.
(App. p. 68 & p. 95).
- 35 P.R.O., C10/237/65, Moore Answer. (App. p. 94).
- 36 Hotson, *op. cit.*, p.123.
- 37 P.R.O., C10/237/65, Moore Answer. (App. p. 94).
- 38 *ibid.*, C10/237/65, Lisle Complaint. (App. p. 68).
- 39 *ibid.*, C7/237/86. (App. pp. 21-23).
- 40 The renumbering of these adjacent plots occurred in 1754 when Taylor
rebuilt 36 Portugal Row, (S. of L., vol.III, p.39), and it was then
divided into two houses. This is indicated on the plans showing the
plot of LIF III. The alterations affected in no way the tennis court
site.
- 41 Hotson, *op. cit.*, p.124.

- 42 P.R.O., C7/455/70. (App. pp. 24-34).
- 43 *ibid.*, C7/237/86. (App. pp. 21-23).
- 44 *ibid.*, C54/3988/17, Moore I to Emeline. (App. pp. 17-18).
- 45 *ibid.*, C7/237/86. (App. p. 21).
- 46 *ibid.*, C7/455/70, Complaint. (App. p. 26).
- 47 *ibid.*, C7/455/70, Answer. (App. p. 33).
- 48 R.C.S. of E., Tasburgh and Guldeford Agreement, see trans., Appendix, pp. 120-121.
- 49 P.R.O., C54/3988/17. (App. pp. 17-18).
- 50 *ibid.*, C54/4038/42. (App. pp. 19-20).
- 51 Hotson, *op. cit.*, p. 124, and figure facing p. 124 shown here in pl. VIII.
- 52 P.R.O., C7/100/68, Complaint and Answer. (App. p. 36).
- 53 *ibid.*, C7/100/68, *Witherings v. Carew and Davenant*. (App. p. 47).
- 54 R.C.S. of E., Indenture of Conveyance between: Anne Lisle, Richard Reeve & Anne his wife, Horatio Moore & Anne his wife, & Thomas Reeve son of Richard Reeve, and Sir Edward Abney Kt and William Masemore. 28 & 29 Dec 1692. (App. p. 103).
P.R.O., Foot of Fine, CP 25(2)/853. Hilary Term, 1692.
- 55 P.R.O., C10/237/65, Complaint. (App. p. 57).
- 56 G.C.R. Morris, 'The Household Goods of Thomas Hobbs (1647? - 1698)', Transactions of the London and Middlesex Archaeological Society, vol. 23, pt. 2, (1972), pp. 204-208.
- 57 P.R.O., C5/200/15., *Hobbs v. Hobbs*, 1699.
- 58 Survey of London, vol. III, pt. 1, p. 49.
- 59 See below p. 47 for fuller discussion of these plates, especially W.P.L. B 137 (8), and pls. IX, b, c, d, e.
- 60 This collection has since been sold and the location of this drawing is not known. This note was communicated to me by the late Professor J. Arnott.

- 61 E. Walford, Old and New London, vol,III, 1894.
- 62 C.W. Heckethorn, Lincoln's Inn Fields, 1896, p.151.
- 63 The stable at the rear of No. 40 Portugal Row is shown adjacent to Dance's 1806 Rear Portico to the R.C.S. of E., pls.IXd & IXe, and W.P.L., B137 (4), pl.IXb, and B137/(8), dated 1809, pl.IXc.
- 64 Hotson, op. cit., p.123 and figure opposite p.124, (pl.VIII).
- 65 Supra p. 25.
- 66 Hotson, op. cit., p.123.
- 67 The authenticity, discussed below of pls.XXII and XXIII, is doubted, but the stables are not shown in pl.XVIII for this was drawn after the alterations to Dance's portico effected by Barry, 1835-6.
- 68 The Barry alterations to the Dance portico are shown in pl.IX.
- 69 J. Prinz, 'John Wilmot, Earl of Rochester, his Life & Writings', Palaestra, 154, 1927. Letter 10, p.258.
 If you write me you must direct to Lincoln'send Fields,
 the house next to the Duke's playhouse in Portugal Row:
 there lives your humble servant, Rochester. [circa. June 1670]
 It is thought that Rochester was lodging temporarily in the Davenant House attached to the theatre rather than any of the adjacent private houses.
- 70 Survey of London, vol,III, pt.I, p.39, notes the building alterations carried out at No. 36 Portugal Row in 1754.
- 71 P.R.O., C33/244/214 and C33/244/260. (App. p. 53).
- 72 ibid., C10/237/65. (App. p. 57)
- 73 For substance of the 1674 Decree see C10/237/65.
- 74 P.R.O., C10/237/65, Complaint.
 The case, Moore II v. Lisle, Reeve and Co., the documents or records of which have furnished much of the information regarding these early years of the playhouse, though initiated in 1689, seems to have dragged on for two years or more. The final judgement is only partially clear from the deeds relating to the conveyance of No. 40 Portugal Row to Sir Edward Abney and William Masemore on 28 & 29 Dec 1692. This document is amongst those in the keeping of the R.C.S. of E. There is also the Foot of Fine, CP 25 (2)/853, Hilary Term (4 Wm & Mary) 1692.

The decrees and Orders for this case have been researched down to 7 Nov 1690, C33/276/701, after which it would seem that the conflict reached a conclusion out of court for in 1705 Horatio Moore II was in possession of one moiety on the theatre which he sold to Thomas Hiccocks.

P.R.O., C33/276/701, 7 Nov 1690, (App. p. 102).

Judgement was that no judgement would be given at that time for, 'the differences are between parties nearly related to both to other and therefore think fit to be accommodated in an amicable way this court therefore does not think fit to deliver a judgement thereon'. The parties were told that council should come to some conclusion, if that was unsatisfactory further advice should be sought, only on condition that this play failed should the parties bring the same back to the Master of the Rolls.

- 75 Hotson, op. cit., p.216, notes that Davenant boarded his actresses in this house adjoining, Mrs Davenport, Mrs Saunderson (later Betterton), Mrs Davies and Mrs Long.

P.R.O., C10/237/65, Complaint and Answer.

- 76 Schedule of Rate Books, Appendix, p. 8.

- 77 B.M., Add. Ch. 9296. Indenture between Sir William Davenant and Sir William Russell Bt, 7 March 1660/1. Transcription in Hotson, op.cit., Appendix, p.401.

Davenant . . . demolished for the better enlarging and convenient preparing of the said theatre there [the house to the north].

- 78 R.C.S. of E., Tasburgh and Rich Agreement, 1714, Appendix, pp. 120-121.

- 79 Richard Reeve's will, 11 May 1698, proved by wife Anne, sole executrix, 25 June 1702, P.C.C., PROB 6/86.

- 80 W.P.L., Rate books schedule abstracted from the Parish Rate books, Appendix, p. 8.

- 81 P.R.O., C10/237/65, Complaint and Answer, App. pp - 57-84, & pp. 85-100.

Lincoln's Inn Fields: Lisle's Tennis Court

Lisle's Tennis Court - The Duke's Theatre in Lincoln's Inn Fields

A Reconstruction

1656 - 1705

Fig. 10

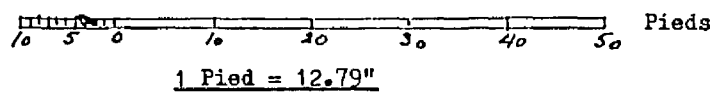
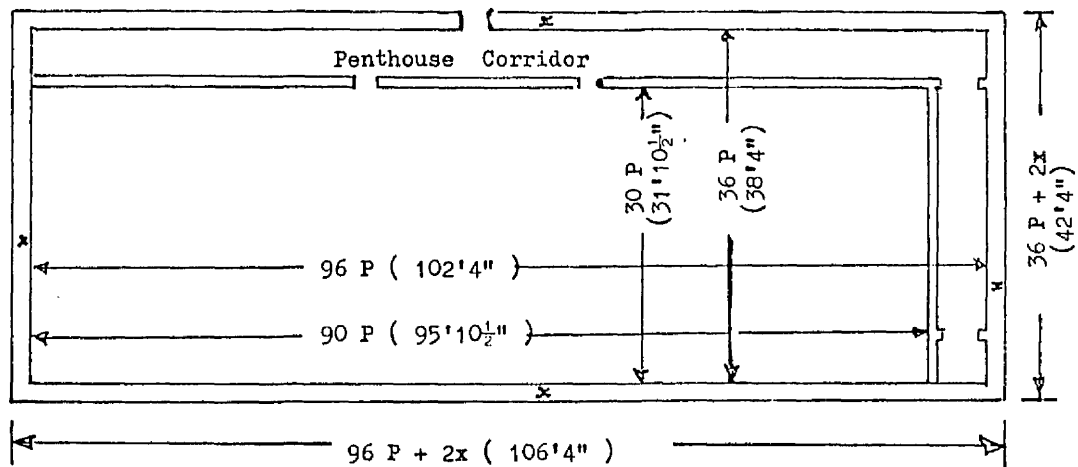
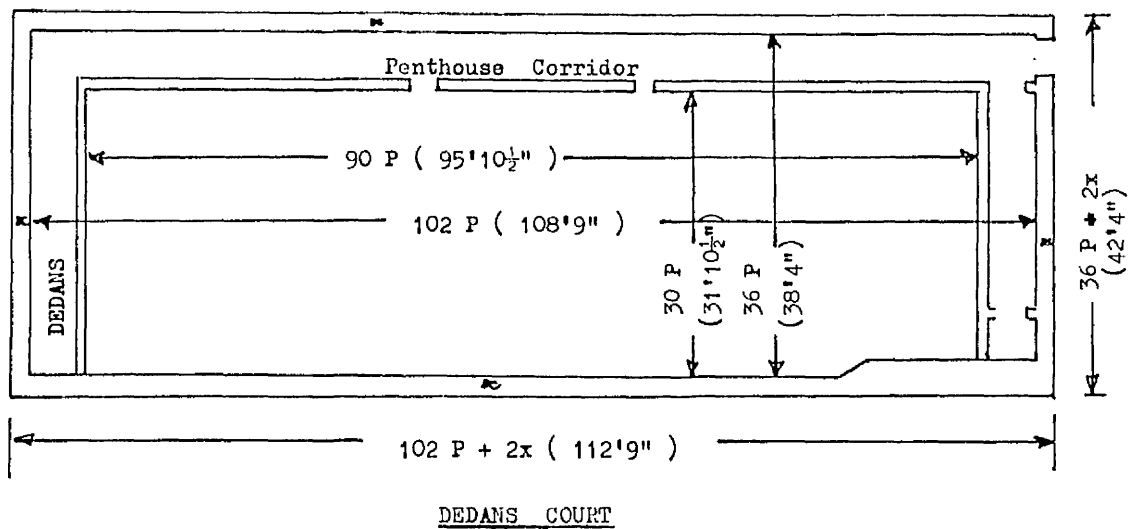
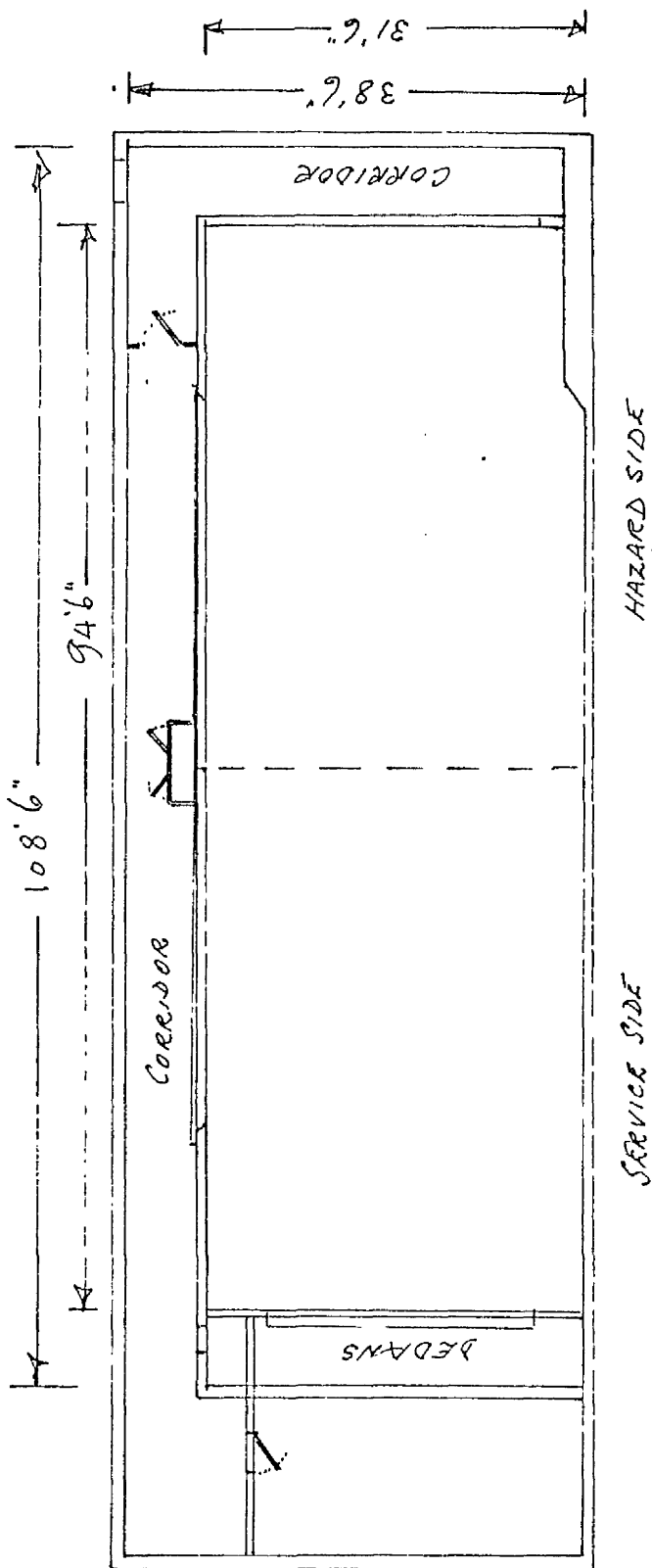


Fig. 11



MARSHALL'S IDEAL COURT
(PLATE 23, facing p. 115)

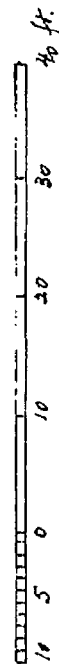


Fig. 12Covered Tennis Courts and their Internal Dimensions

		<u>Length</u>	<u>Breadth</u>	<u>Height</u>	<u>Type</u>
St. James's Field	1619	100'0"	35'0"	20'+	Quarrée
Merton College	1629	93'0"	31'8"	26'0"	
Gibbons', Vere Street	1633-4	108'9"?	38'+	?	Dedans ?
James Street, East.	1634	100'0"	40'0"	?	Quarrée ?
Sydserf, Holyrood	1647	110'0"	35'0"	?	Dedans ?
Lisle's, Portugal St.	1656	102'4"	38'4"	?	Quarrée
Whitehall Palace II	1662	118'2"	39'9"	31'3"	Dedans
Hampton Court Palace		"	"		"
James Street, West.	1673	110'0"	40'0"	30'0"	Dedans
De Garsault	1767	108'9"	38'4"	?	Dedans
		102'4"	38'4"	?	Quarrée
Marshall	1878	108'6"	38'6"	?	Dedans

Lisle's Tennis Court - 'a Tennis Quarrée Court'

On the site discussed above was built Lisle's Tennis Court which was to house Davenant's Duke's Theatre Company. Tennis courts in the 16th and early 17th centuries varied considerably in size, but when the game had become more carefully regulated and when circumstances allowed, they seemed to conform to a regular pattern of dimensions. These dimensions differed according to the type of court that was constructed. The court could be of either the dedans or quarrée variety. Together figs. 10 and 11, and the two pls. XXI and XXII, provide visual explanation of the dimensions and characteristics of the two types of court. The following comparative chart sets out the principal dimensions of the two courts.

	Length		Breadth		Ht to Eaves
	External	Internal	External	Internal	
<u>Dedans</u>	112'9"	108'9"	42'4"	38'4"	30'+
<u>Quarrée</u>	106'4"	102'4"	42'4"	38'4"	30'+

The differences noted between the internal and external dimensions in each case are due to an estimated 2'0" thickness of the walls of the court. But it is the distinguishing feature of the dedans court that accounts for the difference in the internal lengths of the two courts. If a court possessed both the closed penthouse and the dedans penthouse, it was styled a dedans court; if it contained only one penthouse, the closed penthouse, it was deemed a quarrée court. Both forms of court had the long gallery penthouse. In both instances the width of the court remained the same, but the dedans was longer than the quarrée court by the depth of its dedans penthouse. Fig.12 provides an historical comparative list of tennis courts built during the period in which Lisle's tennis court was constructed.¹

It is therefore possible in some respects to account for the variations of these tennis courts built once the game had become conventionally regularised. Irregularities nevertheless occurred in spite of builders' and players' efforts to conform, and it is suggested that one of the principal problems that bedevilled contemporaries, and has continued to trouble more recent researchers, is that of translation from French to English.

Julian Marshall in his detailed history of tennis, The Annals of Tennis,² referred extensively to the work of de Garsault;³ but Marshall inadvertently misdirected subsequent theatre historians who turned to his pages and illustrations for guidance. The crucial point is that de Garsault in 1767 explained the plans of the two courts, dedans and quarrée, which illustrated his work, pl.XXIII, in terms of the French measurement of 'pieds'. The error that arose subsequently was that the pied was translated directly into English as a foot imperial measurement. The French pied however was not twelve inches long but 12.79".⁴

Marshall, abstracting from all the information he had gleaned, suggested an ideal dedans court having the internal dimensions 108'6" in length and 38'6" in breadth. His plan is redrawn in fig.11. His ideal quarrée court might well have been 101'6" long had he envisaged a dedans 7'0" deep.

The height of the lower side walls seems to have been subject to variation, as was the height of the ceiling. On average the side walls offered a height of about 17'0", and the ceilings about 30'0".⁵

Applying the requirements for each type of tennis court to what is known about the Lisle/Moore site, it is clear that had they wished they could have built either the dedans or the quarrée court with at least one house at one of the ends. On the other hand it has been shown that

they reduced the length of the site by allowing a 12' passage on the western side of the plot and placed their service houses adjacent to the court on the northern side; decisions which would nevertheless have allowed them to build a dedans court if it conformed to the pattern described above. However, Cibber described the court as 'a Tennis Quarrée Court, which is of the lesser sort'.⁶

Laying emphasis on the second part of this description, Hotson pressed it into use to support his theory that the court was smaller than that Marshall had suggested was appropriate for a quarrée court, and further, such a small court would be possible on a plot only 75'0" in length.⁷ Having shown that the site could accommodate a full sized quarrée court I would suggest that Cibber reported it accurately, and was consciously distinguishing the one type of court from the other in his description. He was making it clear that the court was a quarrée court and that it was smaller than the dedans court.

In the light of these considerations I have reconstructed the theatre in a quarrée court having the external dimensions 106'4" x 42'4" and the walls 2'0" thick which in turn provide an internal space 102'4" x 38'4" x 31'6". 31'6" is the estimated height of the court deduced from various courts and the requirements demanded in the reconstruction of the theatre.

Lisle's tennis court was drawn by Faithorne and Newcourt, pl.I, and by Hollar, pl.III, a few years after its construction, but neither of these drawings gives very detailed accounts of the structure. This deficiency may be rectified by reference to a near contemporary court built in James Street⁸ for which there is graphic evidence of a comprehensive kind in the form of photographs, pls.XXIV and XXV; water colour sketches, pls.XXVI and XXVII and precisely drawn plans, section

and plan, pls.XXI and XXII. From all this information it is possible to form some impression of the court that housed a theatre.

The exterior of the court, a long narrow building, was probably built of brick, perhaps rendered. The long side walls had a thickness of about 18" to 24" and they rose to a height of about 17'0". Above these side walls were set posts which rose to support the roof, the ceiling of which might have been about 30'0" or a little more from the ground. Along the two side walls would have been the outward projecting galleries. The posts supporting the roof were quite light timbers in order not to obstruct too much light from entering the court. The end walls would vary according to whether or not the tiled roof were gabled or hipped. In the case of Lisle's tennis court, according to Hollar, both ends were hipped, pl.III. Unconventionally this tennis court had its ancillary buildings on the north side, and not adjoining at one of the ends.⁹

To supplement the information given by Chambers' sectional elevation Charles Hulpeau's Parisian court of 1653, pl.XXVIII, affords a more lively representation of the interior of a typical tennis court. The rather primitive perspective of the engraving emphasises the length of the court. The same wall structure as previously noted is on both sides and through the openings above these walls there are to be seen the gallery supporting posts where the nets and blinds would hang, similar to those shown at the gable end of the court; a feature that is idiosyncratic of this court. The joists in the roof are left exposed in the engraving but a ceiling is shown in pl.XXI. It is believed that more lavish courts were usually provided with ceilings, for a ball was out of play in this area and could easily become lodged amongst the joists and difficult to retrieve. Both the engraving and Chambers'

section of the James Street show the penthouses running along the far wall and along the wall to the right. The particulars regarding the dimensions of the English penthouses are indicated in pl.XXII. The difference noticeable in the two far penthouses is not fortuitous, for each illustration shows the variation in the possible arrangement of the penthouses which is the major cause of the difference to be found in the length, but not the widths, of the developed tennis court. The far penthouse in the French engraving, pl.XXVIII, would be termed a 'closed penthouse' and that in the James Street tennis court a dedans, pl.XXI.

To conclude the description of the structure of the tennis court consideration must be given to its functions, for this area too has important implications when a tennis court is converted into a theatre. The engraving of Hulpeau's court suggests in a simplified form the stone flags that were used to surface the playing area. There are several descriptions of courts in England that support the use, indeed the need, for such stone flags rather than any other material. 'The whole area of the court is paved with flags of Caen stone, each one foot square,¹⁰ making ninety rows of flags', was the translation of the description of de Garsault.¹¹ Chambers directed that the markings on the pavement should be not chalked or painted but more permanently inlaid with unpolished marble.¹² The flags at James Street, when that court was being converted, were considered by the Earl of Warwick in 1886 for his court at Warwick Castle, but on their being raised it was found that they had been worn too thin to bear moving and relaying. Horatio Moore, (II), Master of the King's Tennis, at a meeting of the Hampton Court Board of Works on 7 May 1700, argued that, 'without [a stone floor] no Ball can give a true bound'.¹³ But what is of interest is that the instruction

noted by Chambers beneath the section of the James Street court,

The pavement of the court on small arches, abt wide
and high which will keep it dry and is better for
the Play than if lay'd on the Earth.

Unfortunately, when writing his notes, he had not done all his researches and left blanks where precise information would be welcome, but the note stresses that the ground beneath the court should be excavated, in order to build some kind of vaulting beneath it to ensure a circulation of air and avoid rising damp.

There is mention at James Street and elsewhere of cellarage that on occasion was leased out to brewers. The builders or owners were thus using to some financial advantage a technical necessity. To provide such a storage facility as well as keep the court in the desired condition, it is suggested that beneath the floor of most tennis courts there was a six foot deep cellar, or if not a cellar, a shallower void in which the vaulting was constructed.

Reconstruction of LTF I

Before proceeding to a detailed description of the interior of the theatre certain assumptions that have been made in the selection of possibilities in the reconstruction of the first Duke's Theatre need to be explained. Those related to the auditorium will be discussed immediately; those concerning the stage will be considered more appropriately at a later point.

The first assumption is that Davenant built the stage and auditorium on the existing floor of the tennis court rather than adapting the probable vaulted cellar beneath the flagged floor. Initially it might seem an attractive proposition to utilise the previously excavated area at the stage end of the court for stage machinery, and thereby gain on-stage height in a building that was not specifically constructed to accommodate flying space.

This possibility has been rejected for several reasons. The height of the forestage ^{governs} /, first, the level of the first row of the pit and its subsequent rows of benches, and secondly, the level of the first range of boxes. All three of these features have a strict relationship one to the other. The eye level of the audience in the first row of the pit should be about level with the forestage, i.e., about 4'6" off the pit floor level. But in order to have clear access to the pit by way of, at the lowest, a 6' doorway, such an entrance would rise to at least 1'6" above stage level and so prevent the building of the floor to the surrounding side boxes level with the stage. This obstruction is removed if the joists supporting the front row of boxes are built at a level to allow access to the pit and also level with the forestage. But in this instance if the forestage were 7'6", (the height obtained by adding the joist depth to the working height required for traps beneath the stage), and it were in part set below the existing floor level of the court, then the pit area itself would similarly have to be set in an excavated space.

However, presuming that the main door on the north side of the theatre was the principal entrance and that it was at ground level, i.e., more or less court level, there seems very little space in which to provide a staircase down to the pit as well as space for the other patrons moving to other parts of the house. An alternative assumption would be that the floor level of the court was the floor level of the boxes and stage. This would require the total excavation of the stage and pit area to provide trap space under the stage and a circulating area under the boxes for the excavated pit.

If all or any part of this excavating had to be done by Davenant before he started to erect the boxes and the stage, presuming that there

was a vault-basement to the court, I would consider it excessively expensive on the one hand and difficult to reconcile on two further grounds. First, Thomas Reeve reconverted the theatre fairly swiftly back to a tennis court for some £500.¹⁴ There is evidence that he 'rebuilt' one of the houses on the north side,¹⁵ but he would have, by necessity, also opened up the windows, reconstructed the penthouses, repaired the walls and roof, as well as redecorated the walls in their customary black. But there is no mention in his Bill that he had to rebuild the vaults or relay the floor; a significant and necessary part of the court and far more important perhaps than the rebuilding of the adjoining house. Secondly, Betterton and his seceding company appear to have reconverted the tennis court back into a theatre equally swiftly; at what cost and in what style is impossible to say. Although whatever was done, as a theatre, it was capable of use for ten further years and if the need had arisen, even longer. However it was a risk that may not have succeeded and it might have been an expensive failure if Betterton had undertaken extensive alterations. And again, there was the possibility of the building gaining a fresh lease of life in 1705 and when it was put up for tender in 1708.¹⁶

My conclusion is that Davenant could work speedily and less expensively on the conversion by erecting the theatre, stage and auditorium, within the tennis court without disrupting the basic structure, i.e., doing no more than remove the penthouses and fill in the upper, approximately 10', open wall space. Additionally the building could revert to its former function with the same speed and lack of expense, for clearly Davenant had no intention of staying in a converted building longer than was absolutely necessary.

I assume therefore that the floor level of the tennis court was the foundation on which the stage and boxes were set. This scheme raised certain but not insurmountable limitations with regard to the size, both depth and height, of the boxes. But primarily the repercussions would have been economic, for it reduced the possible number of rows of benches that could be ranged in the gallery. Here as elsewhere in this building it would have been the width that was the greatest deficiency.

By keeping all measurements to a practicable minimum it has been possible to place the pit, boxes, middle and upper galleries within an estimated 31'6" height, which is reasonable for a tennis court, without resorting to excavations.

The second assumption is that if the events surrounding the conversion were as discussed above, Davenant employed the same procedures as those adopted when, in the past, theatres had been erected within the Banqueting House or the Great Hall in Whitehall. These were conversions which had been undertaken by Inigo Jones and John Webb, both of whom Davenant had worked with previously. Further, it is very likely that he was advised by Webb in this present undertaking. In this particular there was no innovation but there were dissimilarities which gave rise to innovations which had lasting influences.

The principal amongst these was the way in which the stage and the auditorium were combined in an organic whole. Formerly in Court productions of masques and plays there was certainly the integrating force of the laws of perspective creating a strict relationship between the stage and the auditorium or, more specifically, the proscenium arch and the royal dais. But in those performances of masques or indeed plays at Court the need of the actor to make his entrance on to the forestage did not seem to emerge; the actor, except when moving into the body of the

hall, played behind or within the proscenium arch, cf. Mustapha, 1665, pls. XXX and XXXI, designed by Webb at Whitehall.¹⁷ Furthermore, the side pew¹⁸ seating remained against the walls and separate architecturally from the proscenium arch. With the emergence of the public theatre and its adoption of Court theatre practices came the need, the pressure, to integrate the two parts of the house by means of more seating and boxes which, when linked with the proscenium, absorbed its separating and decorative function whilst providing the facility of entrance doors. It retained its 'pictorial' function. This allowed a fusion of the styles, the Elizabethan thrust stage combined with the proscenium arch and its perspective scenery¹⁹ creating a totally new form. Nevertheless, regardless of the architectural features that combined the stage and auditorium, it was still geometry that controlled their relationship and proportions.

Of the few architects and men of the theatre with whom Davenant had had a long working experience there was none who could so readily lead the theatre into the future as John Webb²⁰ and perhaps it was his design that the Duke of York was discovered studying when he was visited by Amerigo Salvetti in January 1661. In a dispatch home, dated 27 January 1660/1, Amerigo Salvetti, the brother of the Florentine agent in London, recorded his meeting with the Duke:

Then he showed me the design of a large room he has begun to build in the Italian style in which they intend to put on shows as they do there [in Italy], with scenes and machines; but it will hardly be to the taste of those who have seen the designs of Cardinal Gian Carlo.²¹

Sir William Davenant had taken the lease of the tennis court in March 1660. He submitted a draft of ^{the order for a patent on} 19 July 1660, and opened the theatre in June 1661. Davenant's patent did not pass the Great Seal until 15 Jan. 1662/3.

Theatre	Internal Measurements			Stage		
	Lgth	Bdth	Ht	Width	Dpth	Ht
Whitehall ¹						
Great Hall	100/87'	40'0"	?	39'6"	25'6"-33'6"	31'9"+
I. Jones' Banqueting Hall	110'	55'0"	55'0"	40'0"	27'0"	
Masking House	112'	57'0"	59'0"	42'0"	28'0"	
Cockpit in Court	58'0"	58'0"		35'0"	16'0"+	22'6"
Hampton Court ²	106/93'	40'0"	60'0"	40'0"	37'0"	50'0"?
St James's Palace ³	69'0"	35'0"	?	35'0"	25'0"?	?
Gibbons' Tennis Court ⁴	108'9"	38'0"+	30'0"	?	?	?
Lisle's Tennis Court	102'4"	38'4"	30'0"?	38'4"	54'10"	24'0"
Theatre Royal Drury Lane ⁵	106'0"	52'0"	36'0"	52'0"	65'0"	28'0"?
Dorset Garden ⁶	140'0"	53'0"	?	?	?	?
Haymarket ⁷	126'0"	54'8"	47'0"	54'8"	59'0"	42'0"
Lincoln's Inn Fields ⁸	108'6"	48'0"	46'9"	45'0"	43'6"	37'0"
Covent Garden ⁹	112'0"	56'0"	50'0"	56'0"	55'0"	37'6"
Goodman's Fields ¹⁰	82'0"	47'0"	30'0"	47'0"	47'0"	22'0"?

Fig. 13, Comparative Dimensions, Theatres and Stages.

1. G. Wickham, Early English Stages, vol. II, pt. II, 1972, p. 155.
2. G. Barlow, 'Hampton Court Theatre, 1718', T.N., vol. XXXVIII, No. 2, 1983, p. 58.
3. H.K.W., vol. V, ed. Colvin, 1976, p. 241.
4. G. Barlow, 'Gibbons's Tennis Court', T.R.I., vol. 8, No. 2, 1983, p. 137.
5. Survey of London, vol. XXXV, p. 43.
6. R.D. Hume, 'The Dorset Garden Theatre', T.N., vol. XXXIII, No. 1, 1979.
7. Infra.
8. Infra.
9. Survey of London, vol. XXXV, pp. 86-87.
10. R. Leacroft, The Development of the English Playhouse, 1973, p. 110.

The plans for the conjectural reconstruction of LIF I are the ground plan, fig.16; and the longitudinal section, fig.17.

This reconstruction therefore observes the basic design principle which Jacobean-Restoration architect-designers seemed to apply when conditions were favourable. The two basic requirements of an auditorium and stage with perspective scenery were fulfilled by the equal lengths of the stage, proscenium arch to back wall, the principal vanishing point, and the proscenium arch to the royal or centre box, the principal point of vision. In the theatre this became respectively the distance between the proscenium and the termination of the vista and the distance from the proscenium to the front box or the rear of that box, i.e., within the box area. A comparison of ground plans suggest that the critical distance, proscenium to back wall was determined by the possible breadth of the hall. Thus a double cube structure, with additional working space at both ends, was the ideal. (See comparative chart, fig.13, down to the building of Covent Garden). With the advent of the forestage and the rise of wider custom built theatres the breadth of the theatre determined the total depth of the stage, including the forestage, and the proscenium arch position was plotted by the required proscenium door and box measurement encroaching on the forestage. In each case the remaining depth of the stage, proscenium to the termination of the vista/back wall, determined the distance from the proscenium arch to the front centre box. Diagrammatically this could be shown as two squares overlapping by as much as is required for the forestage.

These theories I have adopted and adapted in the reconstruction projected here. They are slightly modified in each case by factors that cannot be avoided and finally their influences have been reconciled.

Consequently it is for these reasons that I suggest that because the tennis court was 38'4" wide Davenant's stage was about 38'4" from proscenium arch to the back wall, and 38'4" from the proscenium arch to the centre box, with a forestage 16'6" deep providing a stage box and door of entrance. More specific points of design will be discussed under separate headings below.

There are two modifying factors that have been considered in adopting this proportion. First, the length to which Davenant increased the adjacent scene house on the north side of the theatre, and secondly, the projected placing of the main entrance into the theatre somewhere between the scene house structure and Davenant's house, at a point at which it would not encroach on the back stage area and yet give adequate entry to the front of house corridors leading to the main foyer/staircase at the rear of the auditorium at the west end. Davenant had located his scene house, dressing rooms and administration on the eastern side of the building. Therefore I am assuming that that was the most logical end to place the stage in the tennis court, and consequently the auditorium and the main staircase were in the west end of the building.

Unless it were necessary for Davenant to relate this extension functionally in some particular way to the stage area it would seem to me unnecessary for him to have gone to such extremes as to knock down Witherings' wall,²² even if initially he had not envisaged court proceedings ensuing as the result of his action. He could have built up to the wall and not involved himself in difficult legal transactions.

The position of the main entrance is conjectural and depends on the acceptance of Davenant's scene house taking up 42' from east to west and the Davenant house being some 32' long. The first point has been discussed above but with regard to the second, I suggest that the eastern

side of Davenant's house came a significant way across the rear of 38 Portugal Row, for the deeds relating to the house cite the pales to be 4' from Davenant's house rather than the tennis court, thereby suggesting that the house and not the court was the dominant building at the southern end of the Witherings plot.

Auditorium, Foyer and Corridors

The main entrance on the north side at tennis court floor level gives access to a corridor at the lowest 7'6", at the highest 8', and about 6'6" wide, which leads round underneath the boxes to a foyer 17' wide and 38'4" long at the rear of the pit. The corridor continues round behind the pit to another entrance to the pit on the southern side. The stairs to the boxes, middle and upper galleries are situated in each corner of the foyer. Access to this corridor and foyer is gained possibly by doors in Portugal Street on the south side, one sited to give on to the foyer at the western end, and the other, close to the doorway into the pit. There is no evidence for the former probability but for the latter there may be. It rests on an interpretation of two separate entries in Pepys' Diary, the first for 28 December 1666 and the second for 6 February 1668. On the first occasion he noted,

From hence to the Duke's House, and there saw Macbeth most excellently acted, and a most excellent play for variety. I had sent my wife to meet me there, who did come and after the play was done I out so soon to meet her at the other door, that I left my cloak in the playhouse, and while I returned to get it she was gone out and missed me.

This could mean that they both left the pit by two separate doors and missed one another at the north side entrance. But he did write that he had gone 'out' and left his cloak in the 'playhouse' rather than the 'pit', which suggests that he had left the building before he realised that the cloak was missing. However, it would seem difficult if there

were only one exit from the theatre that they should have totally lost each other even if there were two doors out of the pit. On the second occasion Pepys had again lost his wife for he recorded that after a performance of She Would if She Could,

The play being done, I into the pit to look for my wife, it being dark and raining, but could not find her; and so stayed going between the two doors and through the pit an hour and a half, I think, after the play was done.

It is conceivable therefore that these notes refer to the main door to the theatre and the 'other door' into Portugal Street. Even if this were not the case and it could not be accepted on this evidence, it would seem more natural and safer to have at least one other entrance on the Portugal Street side of the theatre for the use of patrons. If patrons did not congregate on this southern side of the building there seems little point in having 'shops' there, which I presume were a kind of hut or market place booth for the sale of refreshments, perhaps tickets, playbooks, prologues and epilogues.²³

Auditorium

The design for the auditorium has been based on the description by Magalotti. This description from his 1669 Journal whilst in the entourage of Cosimo di Medici has recently been reascribed by Orrell²⁴ to the Duke's Theatre rather than the Theatre Royal, Bridge^s Street as had previously been thought.

Magalotti refers specifically to the circularity of the auditorium:

The theatre is practically round in plan, surrounded within by separate compartments in which there are several degrees of seating for the greater comfort of the ladies and gentlemen who, according to the liberal custom of the country, share the same boxes.

The reconstruction attempts to reconcile the ambiguity of incompleteness suggested in the phrase 'practically round in plan', by setting out the central and principal boxes in a circular fashion and by linking them to the proscenium forestage with boxes running parallel to the walls. It is hoped thereby to realise the qualified roundness of the description.

Boxes

At the first floor level the boxes are approached by the foyer staircase which gives on to another 10'6" promenade and through a separating curving partition into the 5'6" box promenade and two, one on each side, 2'3" passages. This partition is intended to separate middle and upper gallery patrons from those in the boxes as well as to form a sound barrier.

The placing of the boxes within the auditorium is determined by the theory discussed above which requires that the distance of the furthestmost and central box from the proscenium arch is dependent on the dimension of the proscenium arch to the back wall or termination of vista, and that in turn is related to the width of the theatre stage or building. Consequently I have set the boxes 38'4" from the proscenium arch, the radius for the arc, 12'1 $\frac{1}{2}$ ", is derived from the width of the pit, 24'3". The width of the pit is, of course, determined by the depth of the side boxes and the side passages. Here, whilst the depth of the boxes has been kept to a minimum, I have rejected the possibility of splaying the side walls of the auditorium and proscenium in order to maintain a reasonable width for the box passages and the widest proscenium opening possible in a narrow building.²⁵

In practice this permits five boxes to be set out in a semi-circle which answers the roundness of Magalotti's description and the modification to that roundness is reflected in the one box on each side running

parallel to the wall, thus linking the 'round' auditorium to the straight forestage boxes and proscenium. In all there are seven boxes encircling the pit, each divided by columns at 8' centres. Those on the curve are 8' deep and those at the sides about 4'6". The centre box is 21'10" from the front of the forestage. Each box could have its own door, which is speculative, and each would be separated from its neighbour by a low partition as Magalotti mentioned. The three central boxes each have a capacity of 24 seated on four benches. The outer two boxes each have a seating capacity of 16²⁶ and those adjacent to the stage boxes 10 on two benches. The total estimated capacity would therefore be 124.*

With regard to the phrase 'several degrees' found in the five circular boxes, this has been interpreted as meaning more than the usual provision of two benches in the side boxes. In this case four rows, more or less complete according to the shape of the particular segment, are suggested, each stepped 4" from front to back. Although there is depth in the auditorium space to afford more rows than four, there is, acting as a controlling element, the constraint of height, in which three tiers are to be ordered.

The benches are 10" wide and the spaces 1'3"; at the rear the bench width has been increased to 18", because of the wall behind the seat restricting the patron's posture.²⁷

At the front row in all tiers the height of the box is 7'0".

The Middle Gallery

The middle gallery is reached by continuing up the main foyer staircase to a 17' wide promenade. Thereafter this gallery follows identically the description of the boxes but for the stepping of the benches. 9" has been allowed here.²⁸

* It should be stressed that all 'capacity' figures are estimated & that they should not be interpreted too rigidly. They are no more than a guide.

To provide greater height in this promenade, if the upper gallery floor were to follow the height of the gallery at its highest point, i.e., at the rear of the upper gallery seating, it is suggested that the gallery is approached on each side by a balustraded bridge. This gives at least 6' head room into the gallery and 13'6" for the middle gallery patrons in their promenade. Capacity of the middle gallery is estimated at 124.

Upper Gallery

Only two rows of benches have been provided in this gallery. Again, height prevents more in an area in which more steeply raked seating is required. Even if it were suggested that the existing ceiling could have been raised in this region to afford greater height, there would have been the main joists of the roof to contend with.

In spite of the several criticisms one finds from Pepys when he sat in the middle gallery, of the upper gallery he had no complaints:

16 December 1661 . . . To the Opera . . . Cutter of Coleman Street . . . and it being the first time, the pay was doubled, and so to save money, my wife and I went up into the gallery, and there sat and saw very well.

Whether or not these gallery benches went round the sides of the auditorium I am not altogether sure. This point will be considered along with that of the forestage boxes and gallery boxes - balconies which also served as, on one side, the music room. Access to these balcony boxes seems to have been achieved by 'passing through the scenes', a matter which needs fuller examination below. On balance, my opinion is that these gallery boxes did provide a third tier to the house.²⁹ The estimated capacity in the gallery and its boxes is 80. There were possibly 8 further places over the balcony.

Pit

The pit is 21'8" deep and 24'3" wide. It is reached by two entrances,³⁰ one on each side beneath the side boxes, adjacent to the stage, and up steps. The raked pit has 10 rows of benches 10" wide with 1'3" spaces, except at the front next the stage where 2'0" has been allowed. The capacity of the pit is estimated as about 124 but with the addition of 16 more seats if hinged seating was used at the ends of the rows.

The pit benches have been placed parallel to the forestage for Magalotti, when referring to the pit, noted that,

Down below there remains a broad space for other members of the audience.³¹

Since the impression gained was of a 'broad space' and it had no special feature worth commenting upon, such as that it was curved to follow the shape of the boxes, or that it followed the curve of the forestage, the broadness expressed would seem to indicate lines of benches stretching from one side of the house to the other across the pit emphasising its width.

The rather short bench set at the rear of the pit beneath the King's box has been introduced to satisfy Pepys' remark.

By and by the King came; and we sat just under him, so that I durst not turn my back all the play.³²

The least desirable seats in the pit were probably those immediately below the forestage and it is here that Pepys was sitting probably on 8 January 1663, at a performance of Tuke's The Adventures of Five Hours,

and though early, were forced to sit almost out of sight at the end of one of the lower forms, so full was the house.

I do not presume that it was a regular practice but it was possible to fly actors over the pit. During the King's Company's residence at the

theatre during a performance of Duffett's farce, Macbeth, in the Epilogue the stage directions required that

Three Witches fly over the pit. Riding upon Beesomes.³³

The Forestage

The forestage measures from wall to wall 24'3" and is 16'6" deep from the proscenium arch to the front of the stage. At the foot of the stage there was a rail of some kind, either like that in wood drawn by Inigo Jones at the Cockpit in Court, or a wrought iron spiked deterrent in the style of those frequently seen in 18th century illustrations. That there was such a rail is clear from the Epilogue to Davenant's

The Man's the Master,

Others are bolder, and never cry, shall I?
For they make our Guards quail,
And 'twixt Curtain and Rail,
Oft Combing their hair, they walk in Fop-Alley.³⁴

Moving up-stage a few inches into fop-alley there would most probably have been a cut for the footlights which may have been flexible, rising and falling, and operated from a winch below. The remaining surface area of the forestage would probably have had more traps than are shown on the plan but one can be certain that there was one single mechanised trap and a double, grave trap, which may or may not have been mechanised. The single trap was used in at least two plays as the stage directions show,

Then is heard a noise with Thunder and Lightning at
which time Ben Johnson personated rises from below.

Edward Howard,
1st Prologue, The Women's Conquest, 1670.³⁵

and again in the second prologue,

The Second Prologue personated like Ben Johnson rising
from below.

And later, in Thomas Duffett's, The Empress of Morocco, the trap was in use. The stage directions for the prologue note that the ghost of Iabas ascends and at the end of his speech descends.³⁶

Hamlet was frequently performed at the Duke's Theatre and it is not unlikely that a double trap, a grave trap, was used in the production.³⁷

One reference to traps in use during Betterton's time at LIF II comes from stage directions in the text for W. Mountfort's The Life and Death of Dr Faustus, Act I, scene i, (13 Mar 1697), in which 'Mephostopholis under the stage' rises through a trap as from Hell, and a few lines later, 'Spirits ascend', which suggests more than one trap on the forestage.³⁸

The Side Walls: Forestage Boxes and Doors

On each side wall at stage level there is a stage box having the internal breadth of 8'3" and 7' in height. Each has two rows of benches. On each side upstage of the stage box there is a stage door, 3'6" x 7'. The capacity of these two boxes is 20.

At the middle gallery level, over each door, probably projecting, there is a balcony furnished with flexible doors or windows in an opening 3'6" x 7'0". Over the stage box in continuation of the middle gallery there is a box adjacent to the balcony. Above and over each section of this second tier, according to the height of the proscenium arch, there were possibly two further boxes, each would form a continuation of the gallery boxes in the auditorium.

Dividing the boxes from the doors there are pilasters which also serve as a frame unifying these features on both sides of the stage and lead to the proscenium arch proper. There is no graphic or literary source for these pilasters or their design and they are totally conjectural.

I have made provision for only one door at each side of the proscenium for I am unconvinced by the evidence that there were two doors on each side of the forestage in all Restoration theatres, and reserve discussion on this controversy for separate consideration below.

Proscenium Balconies over the Entrance Doors and over the Stage Boxes.

Balconies over the Entrance Doors

The reconstruction of the stage door balconies takes into account the demands reflected in LIF texts. A balcony that projects seems to be indicated in Boyle's Guzman, performed 16 April 1669, which in both speeches and stage directions mentions action taking place 'under the Balcony'. In Digby's Elvira, a door on to the balcony is required by actors who are directed to be 'peeping out of the door into' a balcony. And Camilla and Co. have passed through this door to appear in the balcony, Act III, scene i, in Tuke's The Adventure of Five Hours, 1662/3. Perhaps the 'door' is latticed and can also do duty as a window or the door is replaced by a window in Davenant's A Playhouse to Let, Love and Honour in which Evadne and Melora are seen at a window above, and again in The Man's the Master and The Rivals.³⁹

The Balcony Boxes and Music Room

After a performance of Shadwell's The Sullen Lovers on 5 May 1668, Pepys noted that,

He and I up to the balcony-box, where we find my Lady Castlemayne and several great ladies; and there we sat with them.

On 7 November 1667 at the Dryden-Davenant version of The Tempest Pepys was,

forced to sit in the side balcone [sic] over against the musique room at the Duke's House, close by my Lady Dorset, and a great many great ones. The house mighty full, and the King and Court there.

For The Roman Virgin, Webster-Betterton, 12 May 1669, he was again 'in the side balcony, over against the musick', where he 'did hear, but not see . . . but the trouble of my eyes with the light of the candles did almost kill me'.

Locating the music room and these balcony boxes which were obviously in close proximity presents several problems that remain unsolved. Langhans was not absolutely certain when he wrote, referring to the seat from which Pepys viewed the play, 'In one of the galleries, close to the stage, and partitioned from gallery spectators, perhaps?'⁴⁰ In his latest reconstruction he avoided the debate altogether.⁴¹ But the above extracts from Pepys do partially help. First they suggest that the balcony boxes are at middle gallery level and therefore acceptable as seating for the nobility rather than in the upper gallery region. Secondly, they were large enough to hold at least seven or eight with comfort. Thirdly, on two occasions Pepys was in a box adjacent to the music room, on the one hand, and on the other, an ordinary gallery (middle?) box. On the first occasion, 5 May 1668, he would have been in a box on the opposite side of the theatre facing the music room. Finally, the balcony boxes were close and high enough to the chandeliers over the apron for them to irritate Pepys's eyes. Whether or not the music room could accommodate the nine or ten musicians and their instruments that Killigrew⁴² could boast about at his Bridge Street theatre is also difficult to determine. In this instance one does not know if this number was housed in an orchestra pit or split between two boxes on either side of the house. If the latter then Davenant could have matched Killigrew when the occasion arose. However on no date does Pepys record having passed through the scenes in order to take his seat.

Yet access to these balcony boxes, probably for both the audience as well as the musicians, seems to have been through the scenes rather than from the staircase at the front of the house, for there are references to passing through the scenes to the balcony, Davenant's Epilogue to The Man's the Master in 1669,

Nay often you swear, when places are shown ye,
 That your hearing is thick,
 An so, by a Love-trick,
 You pass through our Scenes upto the Balcone.⁴³

Provision for this I can only make by suggestion and on no authority.

Clearly the balcony, both music room and the place above the stage door had to be easily accessible to both the actors and the musicians since they were moving in and out of these areas frequently, and obviously freely, during the course of the action, but with regard to the patrons it would seem that Davenant thought it a liberty, conferred or extracted, that patrons went through the scenes to their places in the balcony boxes. To reach these boxes I have drawn very acute steps or a ladder rising from the stage to a perch on both sides. This would also give on to the balcony as well as the box beyond. But I do not think this entirely satisfactory though adequate for actors moving swiftly from stage level to the balcony; it seems today hardly appropriate for patrons to go by this route, and yet, however undignified, the 17th century patron may have done. I suggest therefore that first, there might have been a doorway through from the adjacent 'scene house', or secondly, the audience approached these boxes by way of a staircase in the up-stage corner which was connected to the perch or floor above by some kind of bridge like the fly floor. Perhaps the fly floor was used (though unlikely), unless there were internal steps down to the balcony level from the gallery tier; but all this seems rather tortuous. Of all the possibilities I favour an approach through from the scene house but that would not solve the problem for those patrons sitting in the stage left balcony boxes. Perhaps they could also take their seats, on both sides, from the front of house.

Total House capacity is therefore: pit 124; boxes and stage boxes 144; middle gallery and balcony 144; upper gallery 80; in all, 492. (See note * p. 91. Again these are estimated figures based on giving ease to the audience. On popular occasions many more may have been pressed on to the benches.)

Before crossing from the apron stage to the upper stage I should interrupt the description of the reconstruction to explain the reasons for my rejection of the possibility of there being two doors on each side of the stage giving actors entrance on to the apron. This is crucial to the whole reconstruction and to the acceptance or rejection of the four door theory.

The Apron Door Controversy

In 1913 when Hamilton Bell published the 'Playhouse' drawing he realised that he was 'reopening a question which one was disposed to regard as settled'.⁴⁴ That question was the controversy that remains down to today concerning the number of doors on the apron of the Restoration stage. In his own time R.W. Lowe, interpreting Cibber's description of Rich's alterations at Drury Lane, claimed that there were two doors on each side of the apron of Wren's theatre.⁴⁵ On the other hand Lawrence had demonstrated that four doors were an exception and that two, one on each side, as in the older Elizabethan platform were the rule.⁴⁶

This present discussion neither attempts to refute the work of those who have made reconstructions of the 'Wren' 'Playhouse' drawing, pl.XXIX, nor to enter the developmental debate. It is however a defence of the suggestion that the 'Playhouse' drawing does not show the Theatre Royal Drury Lane as it was actually built. Perhaps the drawing was a project for that theatre, in which case it is of course useful as a reflection of contemporary thought on theatre architecture and consequently it may show features that are exceptional and unconventional.

This drawing however has been steadily accepted as both conventional and ascribed to Drury Lane, in spite of all its inconsistencies, since Bell's first tentative attribution. Those grappling with Colley Cibber's

recollection of Christopher Rich's alterations have attempted to reconcile the two descriptions, verbal and visual, to their mutual satisfaction.⁴⁷ This is particularly relevant in the area of the controversy relating to the forestage with its doors of entrance and stage boxes. The 'Playhouse' drawing undeniably shows two doors on the apron stage but no boxes - thus persuading historians reconstructing not only Drury Lane but other 17th century theatres that two doors on the apron before the proscenium arch on both sides, was the convention adopted and developed at the Restoration to accommodate the fusion of former and contemporary forms. But Cibber's words do not necessarily require or imply that there were either two doors, or two doors and a stage box on each side of the stage on the apron of Drury Lane.

Cibber noted that,

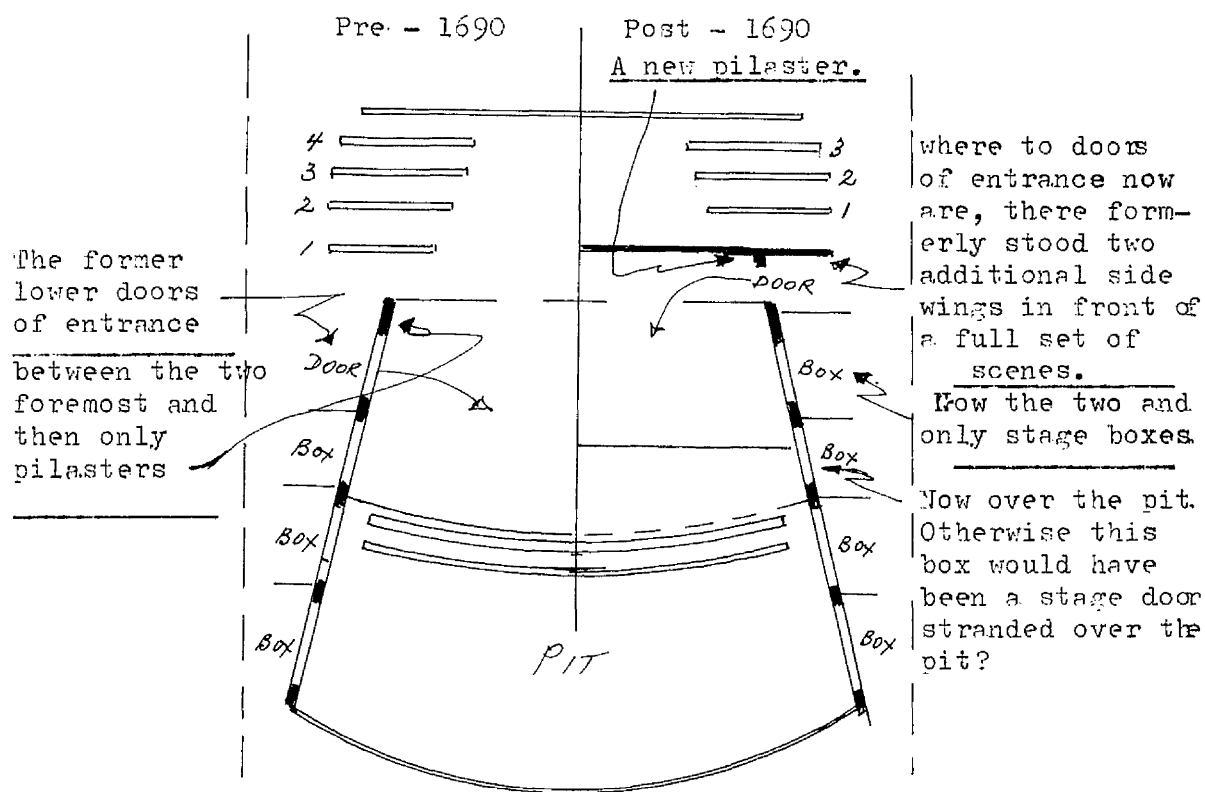
the area, or platform of the old stage projected about four feet forwarder, in a semi-oval figure, parallel to the benches of the pit; and that the former lower doors of entrance for the actors were brought down between the two foremost (and then only) pilasters; in the place of which doors, now the two stage boxes are fix't. That where the doors of entrance now are, there formerly stood two additional side-wings, in front of a full set of scenes, which had then almost a double effect in their loftiness and magnificence. By this original form, the usual station of the actors, in almost every scene, was advance'd at least ten foot nearer the audience than they now can be; because, not only from the stage's being shorten'd in front, but likewise from the additional interposition of those stage boxes, the actors (in respect to the spectators that fill them) are kept as much more backward from the main audience than they us'd to be.⁴⁸

A reading of this description unprejudiced by influences from the 'Playhouse' drawing seems to convey that Rich substituted on each side of the stage a box for an entrance door. This door had been set between two pilasters the upstage one of which was probably part of the proscenium arch. Previously this door and its corresponding door on the

Fig. 14

Drury Lane Alterations
according to C. Cibber.

Sketched on R. Leacroft's reconstruction of
the Wren 'Playhouse' section.



other side of the apron had been the lower doors of entrance without any other doors further down stage on the apron. Now Rich placed the lower door on each side of the stage upstage of the proscenium arch. In order to support these doors he removed the first set of grooves and replaced them with a false proscenium. This false proscenium was architecturally coordinated with the existing architecture by providing it with a pilaster on each on-stage edge thus increasing the number of pilasters from two to three on each side. By introducing this frame upstage of the proscenium arch in the place of the first set of grooves the opening was automatically reduced to that previously presented by the flats and borders operating in the first set of grooves. The laws of perspective relating to scenery would consequently have imposed the very conditions that Cibber lamented, namely that the new false proscenium caused the diminution of the scale and effect of the remaining scenery since the first set of grooves now ran in what had been the second set of grooves. At no point did Cibber mention any more than the substitution of one box for one door and the subsequent loss of one groove position to accommodate the dislodged door. He never mentioned the loss of any number of entrances, only the changing relation of actor and audience once the actor was forced to work further upstage after the apron had been cut back.

The influence of the 'Playhouse' drawing has also led textual researchers to visualise the authentic stage directions derived from prompt copies or printed texts showing evidence of prompters' notes, in terms of this drawing which provided four doors of entrance - two doors on each side. In those instances where six doors, three doors on each side, seem to be required, the assumption seems to have been that these entrances would have been made through the two entrances on the apron

and between the proscenium arch and first set of wings, or, as some have suggested, through three doors all of which were on the apron.⁴⁹

E.A. Langhans, the most authoritative voice on this 'knotty problem' has become less adamant on this point down the years. In his thesis,⁵⁰ in 1955, he cited as proof for the existence of four doors at LIF I a stage direction in Etherage's She Would If She Could, produced 6 February 1668,

Enter the Women and after 'em Courtall at the lower door,
and Freeman, at the upper on th'contrary side.

Act II, i.

But more recently he argued against his inner conviction that this was still an open question.⁵¹ In his thesis, he interpreted the stage directions from Caryl's The English Princess, LIF I, 7 March 1667, in the light of his previous deductions related to She Would If She Could, citing two stage directions,

Enter Catesby, and Radcliff at one of the Doors before
the Curtain,

and

Enter Lovel at the other Door before the Curtain.

Here Langhans thought that there were two curious stage directions which at first seemed to be evidence of only two doors, one on each side, but in view of the previous proof related to She Would If She Could, it might be better interpreted as meaning two doors in front of the curtain line and another two behind it.⁵² Clearly, as he admitted, Langhans was influenced here by the prejudice fostered by his reading of the Etherage stage direction, but, by itself, it does not require more than one door on each side.

Subsequently when discussing this problem in the light of evidence for Dorset Garden (the successor to LIF I), Langhans felt unable to

defend the four door theory on the grounds that about seventy five per cent of the plays written specifically for Dorset Garden between 1671 and 1682 required no more than one door on each side of the stage, and he claimed the same more recently in as many words.⁵³ All this fore-stage space was somehow to be found in a theatre that was smaller than Dorset Garden and before the present work shows that the theatre was larger than that projected by Hotson upon whom Scanlan⁵⁴ and Langhans depended.

⁵⁵
Robert D. Hume defended Langhans' views when criticising Spring's⁵⁶ reconstruction of Dorset Garden, succinctly stating the case: 'Dispute about the number of doors at Dorset Garden is idle. No published play text or extant prompt book for a Dorset Garden play clearly requires more than one door on each side of the stage. Where more than two such entries are required (in all) the actors could use wing passageways and scene doors.' Spring relied heavily on the 'Playhouse' drawing and an interpretation of Cibber that was made to conform with the visual evidence.

Langhans himself returned to the debate in 1981,⁵⁷

In front of the main curtain was a forestage or apron
. . . flanked by proscenium doors, at least one if not
two on each side of the stage.

But in no known prompt script of the early Restoration period is there any marking of the specific places of entrance. Later in the century definite entrances are distinguished by the annotations,

L.D.O.P., M.D.O.P., U.D.O.P. and L.D.P.S., M.D.P.S. and
U.D.P.S., or L.D.O.P., O.P., U.D.O.P., and L.D.P.S., P.S.
and U.D.P.S.

In the second instance no distinct middle door is noted.⁵⁸ 'Since Drury Lane after 1696 had only one proscenium door on each side of the forestage, the references to upper doors must have been to entrance ways between the

wings or doors in the wing units.'⁵⁹ Again one finds this adherence to the 'Playhouse' drawing when interpreting Cibber's lines. Incidentally, there is no date for the introduction of the terms 'prompt side' or 'opposite prompt'.

But could it not be that the L.D.O.P. or L.D.P.S. means either that one door on the apron, or after 1696, that one door now above the proscenium arch at Drury Lane to which Cibber referred as the Lower door regardless of date? All the other entrances mentioned would therefore necessarily be upstage of the proscenium arch and made between the wings.

There is, I would suggest, an earlier text, that for The Female Rebellion,⁶⁰ a manuscript which shows signs of stage directions probably emanating from a prompt copy or a writer conversant with contemporary stage practice. This text has been variously dated and attributed. Allardyce Nicoll attributes the play to Henry Burkhead, but undated, and the editors to 1678,⁶¹ but I would place it nearer the end of the period, after the Monmouth rebellion and the battle of Sedgemoor in July 1685. The epilogue suggests internally a connection with Dorset Garden.⁶² The variants on the places of entrance on each side are as follows,

at/from	ye/the Left	at/from	ye/the right
at the inner part of the/ye Left		at the inner pt/part of the Right	
at/from the outer/outward part of the left			

A general place of entrance/exit is nominated,

from the bottom of the scene.

What emerges from this terminology is that entrances were effected from three points on each side of the stage and no distinction was made specifically, in these cases, to any door on the apron part of the stage - all the entrances/exits whether through proscenium doors, doors erected

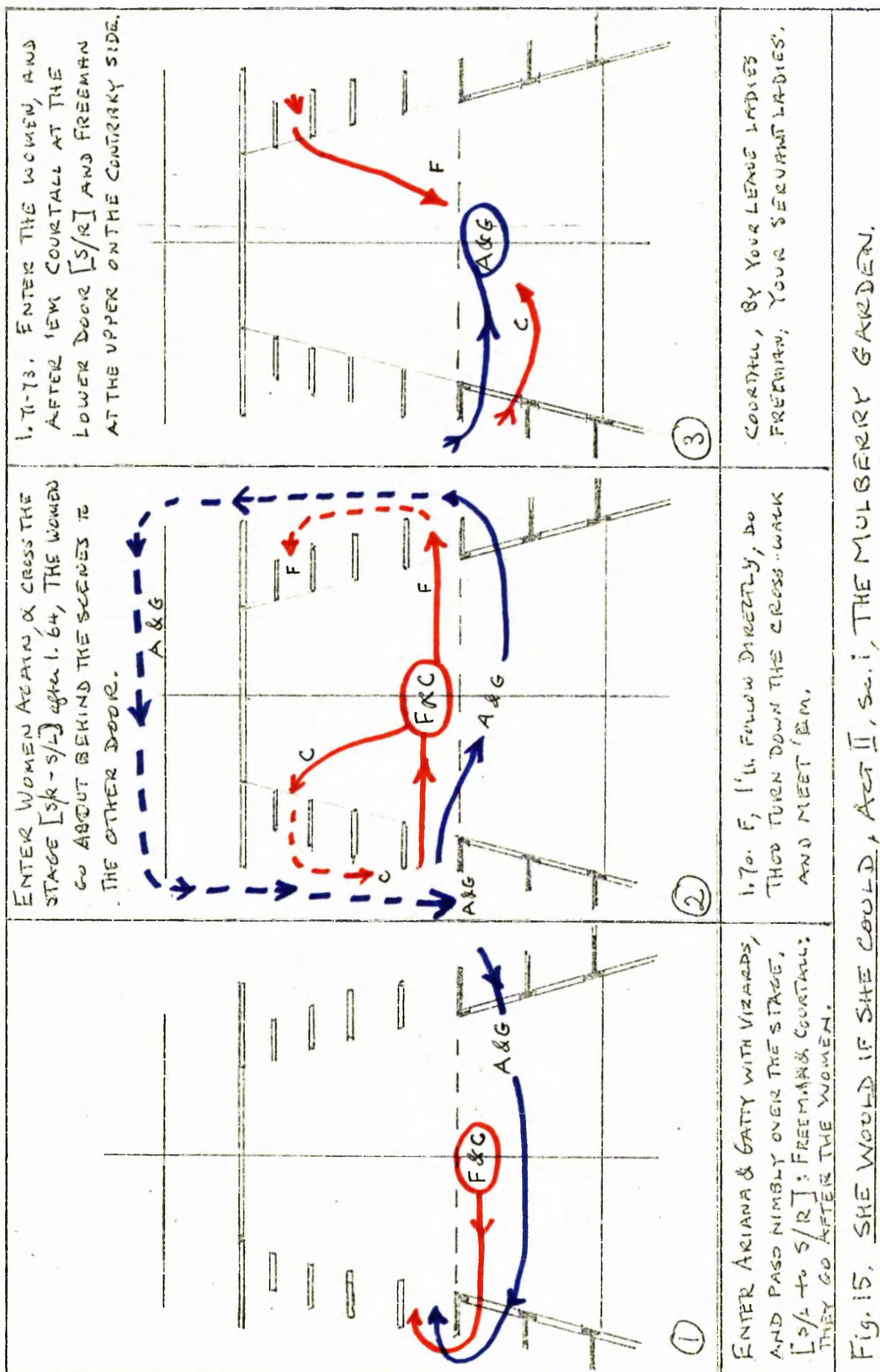


Fig. 15. SHE WOULD IF SHE COULD, ACT II, SC. I, THE MULBERRY GARDEN.

between the proscenium arch and the first set of wings or between two sets of wings with or without doors, were deemed doors of entrance.

Unless there is specific reference to practicalities such as knocking, pushing, locking or relationships with balconies above the entrance/exits any entrance could be made through one of two doors if there were such, or, as I am inclined to believe, one only door, or any of the spaces between the first three sets of wings.⁶³

A reappraisal of Langhans' interpretation of the stage direction,

Enter th: Women, and after 'em Courtall at the lower
door, and Freeman at the upper on the contrary side.

might suggest that there was only one door on each side of the apron at LIF I. This is an area of personal directorial reading of the text and whilst it cannot be conclusive I would suggest that there is an alternative plotting of the scene which would not necessitate more than one door on each side of the apron; indeed I would go further and claim that directions do not make the position clear enough to support any categorical statement, only that one door rather than two is the most likely.

First, there are few stage directions that can be considered in isolation and in this particular instance preceding directions will be taken into account. All stage directions to left and right stage are my own of course, and could be reversed without detriment to the basic plotting movement suggested in fig.15.

Act II, scene i, She Would If She Could is set in The Mulberry Garden, a full stage set sandwiched between two interiors, and the action is initiated by Courtall and Freeman. It matters little at the moment how they get on stage but there are five stage directions to negotiate before the critical direction in question.

1. I assume Courtall and Freeman are upstage of the proscenium arch in the scenic area so that the women Ariana and Gatty may pass between them and the audience, i.e., Courtall and Freeman do not have to turn upstage to note the presence of the girls, when

Enter Ariana and Gatty with vizards, and pass nimbly over the stage.

For argument's sake I suggest that they enter stage left and exit stage right. Perhaps they enter through an apron door, perhaps upstage of the proscenium; there is no clear direction in the text.

2. The men decide to follow and the direction is,

They go after the Women.

Consequently they too exit at the same place as the women on stage right.

3. Immediately the women re-enter, presumably from the right,

Enter Women again, and cross the stage.

The comic business set up here requires the girls to enter from stage right and cross to stage left. Clearly they could not come on from the same point at which they made their exit for they would have met the men - thus establishing that there were two entrances on stage right. Here there may well be two apron doors stage right or perhaps the actors made their previous exit above the proscenium arch stage right and now make their entrance through a proscenium apron door on stage right crossing the stage to stage left preparatory to another exit.

4. The Women go out, and go about the scene to the other door.

Enter Courtall and Freeman.

Taking the first part of the stage direction first, because the direction is that they are to go out and rush round upstage behind the scene to the other door I presume that the women are to go out at one door and re-enter through the other door on the opposite side of the stage. This direction,

if there were two doors on each side does not indicate which of the two doors on stage right they are to use, and neither does it distinguish between the exit doors on stage left. Additionally it is also possibly an indication that there are only two doors on the apron, one on stage left and the other on stage right. However, the women go off down stage left through the door on the apron and circle the stage in order to re-enter on the other side of the stage right on the apron. (This does indirectly point to the fact that there was no staircase in either down stage corner which would have allowed the actresses to cross under the stage by a much easier and swifter route).

The second part of the stage direction orders Courtall and Freeman to enter, simply providing the instruction,

Enter Courtall and Freeman.

I assume that they enter on stage right by the same entrance as the women, i.e. the apron stage door on the right side, for they went in chase of the girls and are following them on stage by the same entrance the girls had used. They, the girls, leave the stage empty for a moment and the men follow, Courtall first and Freeman after him. Freeman directs the scene -

5. Freeman: I'll follow directly. Do thou turn down the cross-walk and meet 'em.

Now Freeman stands breathless in the middle of the stage and Courtall goes off in which direction? - 'down the cross-walk' with the intention of meeting the women. He cannot go back down stage right from whence he has just come, that would spoil the comedy and reduce the sense of the chase; quite apart from ruining the women's entrance two seconds later which we, the readers, know about but the audience does not. Again he cannot go down left and exit through that door because he has to cut the girls off, not follow them. So through which exit/door does Courtall go to 'turn

down the cross-walk'? Because I believe that all these entrances and exits would not be carried out around two doors adjacent to one another on each side of the stage, the movement being almost impossible figures of eight on the apron without making either choreographic or comic use of the whole scenic stage, I suggest that use was made of two further exits between the scenes up stage in the wings. But I have absolutely no idea of where Courtall makes his exit, or Freeman after him. Perhaps a possible answer would emerge from a consideration of the critical stage direction itself, recalling that there is hardly any time between speeches and exits and re-entrances.

Enter the Women, and after 'em Courtall at the lower door, and Freeman at the upper on the contrary side.

Certainly Freeman could have made his exit through the lower door on stage left ready to appear at the upper door stage left immediately on cue, but directorially this seems to me to lack the comic possibility in the scene. I therefore suggest an alternative plotting of the scene which seems more in tune with the comic situation and also does not require two doors on the apron.

We are told that the women enter by the lower door and I have suggested that it is on stage right. Before they have gone very far on stage Courtall enters swiftly behind them from the same door, this he does so swiftly on his exit that I am led to believe that the previous exit must have been to the stage right between any one of the wings on that side but not the lower door or if it should have been the upper door why are we not told? Which ever exit he took he was not told to run round the scene from stage left to stage right. I think an upper door/exit between the wings on stage right would have served to have taken him 'down the cross-walk' to meet the women. However, Courtall accosts the women causing attention to turn to stage right and the women to turn about

in their tracks. Immediately Freeman enters, up left, at the upper door on the contrary side and switches attention to the left. The women turn about again to find themselves trapped between the two men. Certainly this could have happened and a similar effect achieved had this entrance by Freeman been made through the supposed upper door on the stage left apron but the element of surprise in the entrance both from the women and the men for the audience is surely part of the comic business of this scene. I do not presume it to be a modern convention that one utilises the whole space of the stage in an exterior scene to gain effects and here the diagonal movement over the stage would gain expression by use of all the possibilities open to the actors. At the same time the expectancy of the audience would be shattered to comic effect, for if the audience can anticipate the entrances in this scene the comedy is diminished considerably.

Even if my plotting of the scene were not acceptable, it nevertheless shows that the distinction found in this text between upper and lower doors does not necessitate these doors being placed on the apron. I see no reason for there not being a lower door on the apron and an upper door upstage of the proscenium arch. In other words one door, the lower door placed as Cibber described below the proscenium arch, and another upstage of the arch, the place to which Rich removed the former lower door of entrance at Drury Lane, and yet another door/entrance further upstage between the wing flats. In this manner one furnished the stage with the three entrances on each side of the stage identified in the later prompt scripts. But in all probability they existed at LIF I from its very inception. In both cases, the Etheridge text and Cibber's Apology, there is only one reference to one door on one side and one on the other.

The Proscenium Arch

The proscenium arch according to its styling could, if arched, rise to about 22'0", springing either 6'6" from the top of the pilaster capital, or if a composite arch ultimately rise over all to about 22'. It could of course have been square framed and the lintel supported at any point above the capital of the pilaster according to the ordering of the decoration. But I favour a height greater than 15'6" for otherwise much of the swagged curtaining would have hung in an ugly fashion beneath the architrave impeding the vision, rather than forming a valence to the frame when in the raised position. The arch I envisage would not be unlike that shown in the Burney sketch,⁶⁴ pl.LXIII. The width of the arch, not including any decorative profile produced by the framing pilaster, would be 24'6".

The Curtain

There seems little doubt that the usual practice was to draw the curtain up in festoons rather than take it up into the flys straight, for which there was no height at LIF I, or draw it off stage by means of a traverse track. I presume that there was a decorative valence hanging behind the proscenium arch behind which the curtain was hung, and when it was drawn up it provided a decorative frame to the stage as is found in the Burney sketch and, at the risk of being unhistorical, one might refer to Hogarth's 'Beggar's Opera' paintings for an example,⁶⁵ pl.XL.

The curtain seems to have been managed in the same way in Betterton's period of occupation as formerly.⁶⁶

Lighting

I envisage at least three chandeliers hanging over the forestage area and probably as many hanging over the pit augmenting the sconces attached to the box front panels or dividing columns.⁶⁷

The Stage

The reconstruction of the stage area is based upon two presumptions. First, that Davenant was working in conjunction with, or with the advice of, John Webb when he planned the Duke's Theatre, LIF I. This probability is based on the fact that Davenant had worked closely with Webb on masques before the Civil War, and that it was Webb who designed the settings for Davenant's Siege of Rhodes at Rutland House in 1656. Furthermore it is not beyond the bounds of possibility that it was Webb who adapted his own earlier designs to fit the stage at Lincoln's Inn Fields when the theatre opened with that play in June 1661. Webb himself claimed that he was one of the few, if not the only person, capable of designing not only the settings but also the necessary architectural environment required for the new kind of theatre.⁶⁸ This claim came after his conversion of the Great Hall in Whitehall into a permanent Court theatre in 1665. The extant drawings, plans and sectional elevation for Mustapha, performed in that theatre, after opening at Lincoln's Inn Fields in 1665, are shown in pls. XXX and XXXI. The presumption is therefore that if Webb worked with Davenant early and late, Webb would have been the man Davenant relied upon when it came to architectural and scenic matters. That allowed, it was in all probability Webb who originally designed Mustapha at the Duke's Theatre. Consequently whatever was initially required would have been transferred, where possible, into the Court theatre. A comparison of the two stages, or more precisely, a comparison of the possibilities offered by the two buildings, leads to some interesting similarities which support the deductions made here; the second presumption, that the designs for Mustapha at Whitehall reflect with certain modifications the staging facility at Lincoln's Inn Fields. It will be recognised that Mustapha was designed in the masque tradition exemplified by Jones designs for Salmacida Spolia, Davenant's masque of 1642.

The most important similarity in the two buildings with regard to staging is that the Great Hall was 39'8" wide and the tennis court 38'4", thus revealing a virtually insignificant difference of 1'4". The depth required by Webb at Whitehall was, from forestage to back wall, not back cloth for practical reasons, was about 30'6", and at Lincoln's Inn Fields it is clear that even allowing for a genuine forestage of 16'6", it was still possible to provide a stage depth from proscenium arch to back wall of at least 38'4". In this instance LIF I stage was, or could be, deeper than that at Whitehall by nearly 8'0". With regard to height, there is no definite information except that at Whitehall Webb could raise on a 5'0" high forestage an arch with a 23'0" opening topped by a 3'9" architrave, which was boarded in over the top to reach the joists. This gives a clear working height of at least 31'9". I have estimated the clear working height to the joists in the tennis court as being about 31'6". If I were to calculate the working height of Lincoln's Inn Fields not from beneath stage level, accounting for trap space, but from the level at which the pit joins the forestage, the dimension would be about 28'6". Thus revealing the fact that the difference in practical working height is caused by the need, at LIF I, to provide trap machinery, otherwise the area devoted to the stage in both buildings is more or less the same, although it is probable that the height to the joists in the Great Hall was greater than that thought probable for a tennis court. At LIF I the height, stage to grid, at the proscenium arch is 24'0".

Within this space there are certain modifications to be considered in the application of the Whitehall design to the situation in Lincoln's Inn Fields. First and foremost Webb was not called upon to provide a forestage and the corresponding stage doors and boxes. Attention is not

drawn to this point in order to discuss the wider issue of the differences between Court and public theatres but to note that in not providing stage doors and boxes, Webb could take greater advantage of the width of the building to give a wider proscenium opening than would be possible in the alternative circumstance. The two most important repercussions of this fact is that first, any adaptation of the Whitehall design would require a slightly reduced proscenium opening in order to accommodate the required forestage facilities, and secondly, a decision has to be made as to whether or not to increase the distance between the proscenium arch and the first set of grooves so that it becomes a wide enough space through which an entrance may be made, i.e., 1'9" increased to say 3'6",⁶⁹ and consequently increase the stage depth by 1'9", or reduce the full set of wings from four to three, thus sacrificing either, or both, decoration and stage space. I have, because there is adequate stage depth, adopted the former possibility.

Modifying the 1665 plan for Mustapha accordingly, I have drawn up the plans and elevations for the reconstruction showing the Mustapha setting reduced in width, increased in depth and reduced in height.

With regard to the height of the Great Hall in Whitehall, there is no record, but Webb's longitudinal section for Mustapha shows that it was possible to take the proscenium arch to 31'9" and rake even higher, to at least 7'0" at the up-stage end, his temporary grid. In addition there was a boarded off area topping the proscenium, it is presumed, to the lateral beams in the roof. Having set the minimum requirement for the height of the auditorium at LIF I at 31'6", and shown the need to accommodate a trap beneath the stage, the working height would be slightly less than that enjoyed by Webb in the Great Hall. On the other hand rather than improvise a temporary grid it would seem to me that the

joists of the original building would have been used to serve this function in the tennis court. The height on stage at the proscenium arch is therefore 24'0". Within the space 38'4" x 38'4" x 24'0" the scenic possibilities have been disposed.

Adjusting the layout of the wings and the shutters to the public theatre I have retained the four sets of wings provided by Webb in his design for Mustapha, but moved them up-stage so that by setting the first set of wings 3'6" up-stage of the proscenium arch, the first opening on both sides can be used as an entrance. In this space the curtain would also operate.

The following chart sets out the ordering of the wings, shutters and relieve scene, the differences that will be noted when comparing these figures with those on the Mustapha plans are due first to the modifications that take into account the reduced size of the LIF I proscenium opening because of the need to provide boxes and doors on the forestage, and secondly, to the reduced height of the grid. The repercussions of these alterations cause first, the narrowing of the openings between the wings, and secondly, they reduce the openings in the vertical dimension, stage to border, as they progress up-stage to the back cloth.

	<u>Whitehall</u>		<u>LIF I</u>	
	<u>wth</u>	<u>ht</u>	<u>wth</u>	<u>ht</u>
Proscenium	30'8"	23'0"	24'6"	22'0"
1st wings	29'6"	20'3"	21'6"	16'0"
2nd wings	23'8"	17'9"	19'0"	14'0"
3rd wings	17'0"	14'9"	15'0"	12'0"
4th wings	13'0"?	12'3"	13'0"	10'6"
Shutter	15'0"	11'0"	15'0"	9'6"

Following Webb's practice of raking the stage to the shutters and then building it horizontally to meet the rear wall, I have raked the stage, $\frac{1}{2}$ " - 1', over the first 18'4" up-stage of the proscenium arch and thereafter allowed it, over 20'0", to run parallel with the floor below. Beneath the stage in this area I imagine the space may well have been utilised as dressing rooms and store rooms that would be required by not only the stage management but also those who tended the candles and lanterns throughout the theatre.

Before moving on to discuss the other facilities required in the on-stage area, it is perhaps at this point that it is appropriate to state my attitude towards the controversy concerning dispersed shutters and the reason for my not including them in this reconstruction.

Richard Southern⁷⁰ projected the possibility of dispersed shutters in grooves, above and below, as a method of presenting and withdrawing large scenic elements that filled the stage from wing to wing, rising from the stage to the borders, down stage of the main shutter system. Such large units moved by these means he claimed, offered the possibility of bringing downstage on a grander and more magnificent scale, the shutter and its relieve scenes that had previously been kept upstage of the fourth set of grooves. Southern applied himself particularly to an analysis of the structure and technique of moving Thornhill's design for 'The 1st Great flat Scene', pl.LVII. He suggested that this vast piece of scenery was constructed in four parts, divided in half vertically, and each half then divided again horizontally, and that it was drawn off stage into the wings when not required. He thought it would have been set upstage but downstage of the principal shutter system.

This same piece of scenery, together with another of similar proportions, will be discussed at length below, in relation to their attribution to the Queen's Theatre in the Haymarket, consequently in this place the argument may be kept to basic principles.

Obviously large scenic pieces such as 'The 1st Great flat Scene' were employed but that they were all of this size is another matter. Regardless of their size the problem revolves around the definition of a 'flat scene'. Was it technically possible to operate in grooves large framed out scenes, i.e., large flats divided vertically at the centre and possibly divided again horizontally, if they were dispersed at any point downstage of the principle shutter? Or, if it was not possible to present such large canvasses in this manner, alternatively, was another technique adopted, for example, was there a method for flying out such scenes? And further, regardless of the technique employed, were all such flats termed 'flat scenes'?

Langhans⁷¹ first challenged Southern's proposition and recently Spring⁷² has ignored Langhans' caveats and adopted Southern's position whilst Holland⁷³ has totally misunderstood the whole problem. Meanwhile unaware of Langhans' work, I had come to the same conclusion⁷⁴ and subsequent research would suggest a modification, if not a reservation, with regard to Southern's theories. While working on another aspect of Thornhill's work I found additional evidence that the 'flat scene' did not necessarily run in grooves but was flown in.⁷⁵

In his 'Diary' kept during his visit to Paris and more particularly to L'Hotel de Bourgogne in 1717, Thornhill noted that 'the flat scene of a Pavil dropt down easy', and that the theatre had a 'Front cloth well painted wth goldⁿ foliage'.⁷⁶ Taken together, these notes on scenic

details help to clarify the matter. The technical problems of manipulating large scenic pieces that would comprise the Southern 'flat scene' in grooves and the evidence from Thornhill persuade me that the 'flat scene' was invariably flown in and out and possibly, but rarely, in the 17th and early 18th centuries run off in grooves.

The technical difficulty resolves itself around the practicability of moving flats of the dimensions involved in particular theatres of the day. Manoeuverability presents the ultimate problem.

Should it be thought that 'The 1st Great flat Scene' at the Queen's Theatre is an unusually large piece of scenery for a singularly large theatre, one might suggest a 'flat scene' which was designed to sit behind the proscenium arch of this present projected LIF I. It would be 24'6" wide and 18'0" high at the very least. If it were divided in half vertically, for it would be unnecessary to cut it horizontally, one could neither withdraw it fully from sight, nor extract it from its grooves for the width of the house is 34'8" and 48'0" would be required. Further, in this instance, as in others, when such a piece is placed behind the wing groove positions 1 and 2, no actor could move freely about the stage or approach the apron entrance doors. A particular case in point is the scene discussed above from She Would If She Could which presents this very problem. The interior scenes are withdrawn to show the Mulberry Garden which will change to an interior immediately after Act II, scene i, and yet in that scene the actresses are asked to exit from one door and run round the scene to the other door on the other side of the stage. They would surely have been trapped down stage by the withdrawn interior 'flat scene'. It is not merely a problem of moving the shutters on and off, there remains the problem of removing them and

stacking them off stage once out of their grooves should this need to be done during the course of the play. Certainly an experienced stage hand could 'run' one of these flats, or two men would not have difficulty in handling one part of the shutter, but the space available off stage in which to operate and stack the flat is denied them; apart from the additional likelihood that they might bury flats that are to be placed in the wing grooves at some later moment. The dimensions set out below illustrate the problem at LIF I.

At prosc. opening, 24'6"	shutter requires 49'0"	width of stage, 38'4"
U/S of 1st groove, 21'6"	" " 43'0"	" " " 38'4"
U/S of 2nd groove, 19'0"	" " 36'0"	" " " 38'4", 2'4" +

In this last instance there would be 1'2" available on each side for a passage. But I think this would be reduced by several inches for each half of a shutter would be probably at least 9" larger than the opening it was to fill. The extension would be required for central masking overlap, and off stage masking. This does not account for that part of the flat that would have to remain in the groove in order to secure it in its off stage position. The figures show the degree to which this technique is a rather limited practical proposition. If of course these shutters were required to operate at some point between two sets of wings rather than immediately behind the down stage groove as noted in the figures above, the width of the shutter would be considerably larger the further it was placed up stage.

Alternatively if, as Thornhill claimed, the 'flat scene dropt down easy', it might be more reasonable to consider the manner of flying these pieces, whether or not they had practicable elements built into them. I suggest that they were flown either on a drum, where there was no height;

or taken out in sections, $\frac{1}{2}$ or $\frac{1}{3}$; ⁷⁷ or, as might be possible in some up stage position, taken out in one piece. The 'flat scene' could therefore be a cloth or even a framed out cut cloth according to requirements.

For these reasons I have not considered it appropriate to introduce dispersed shutters in this reconstruction of the stage at LIF I. I do not, of course, reject the operation of dispersed shutters elsewhere, or at a later date, I only reserve judgement in the case of these early theatres.

Flying Facilities

Apart from the flying required for the raising and lowering of the curtain, the borders and the possibility of flying in and out 'flat scenes' at any interval over the stage as discussed above, there are instances recorded in the texts of the use of chariots. Whether or not the grid was a conversion of the original joists or a grid was set up higher in the roof space it is impossible to say with any certainty, but somehow it would have to be equipped with catwalks that would have allowed the actors to climb into these machines hanging over the stage. Also from practice, it would seem that it would have been necessary to build fly floors, probably on both sides of the stage, from which the flying, regardless of its complexity, would have been managed. The fly floors could also serve to support the upper grooves of the flats. It would also seem advisable to operate the flies from a gallery rather than the stage floor when there would have been scene changing in progress during a performance. Stage hands would have been feeding the grooves from scenery stacks resting against the walls. With lines trailing around, even when tied off to cleats, lines going up to sheeves in the grid would have been a positive nuisance and prohibited the stacking of scenery.

Langhans has observed that,

And if Davenant was unable to reconvert the flys to suit his own purposes, we can understand why so few LIF plays ask for much in the way of flying machines; indeed it was Killigrew at Bridges Street who possessed fancy machinery, and Davenant at LIF who lavished attention on scenery.⁷⁸

True as this statement may be, the activities of the King's Company were not inhibited by such limitations when they took over the theatre, and although Davenant may not have used them frequently, they may well have been built into the capability of the flys before the King's Company arrived.

In 1674 when the King's Company performed Duffett's farce parodying Davenant's Macbeth, it was 'Performed with new and costly Machines - which were invented and managed by the most ingenious Operator Mr Henry Wright'. This much was claimed on the title page and the stage directions amplify the effects:

Three Witches fly over the pit. Riding upon Beesomes.
Heccate descends over the stage in a Glorious Chariot,
adorned with Pictures of Hell and Devils, and made of a
Wicker Basket.

and later Heccate has the lines,

In a Basket Chariot I will mount,
'Tis time I know by my count.

Thunder and lightning accompanied the singing flight of Heccate.

This would not, it seems to me, overtax the average flyman in any theatre equipped to do the basic flying common to most plays.⁷⁹

Earlier, March 1664, in Flecknoe's Love's Kingdom, the Prologue spoken by Venus was delivered from the clouds and the spectacular entry 'i'the clouds' by the descending Castor and Pollux, with the later descent of the four Continents in their own clouds 'in which the ropes are concealed', all convince one that the Duke's Theatre possessed the ability

to mount a spectacular flying show if and when they wished.⁸⁰ Cavendish in his The Humorous Lovers, 28 March 1667, required a cloud machine for the descent and ascent of Venus and Cupid.

Again, when the Betterton Company occupied LIF II, 13 March 1697, flying was required in Mountfort's The Life and Death of Dr Faustus, Act I, scene i,

A good and bad Angel fly down,
indicating a flying system equal to that initially installed in LIF I, and six lines later, after speeches from each angel, according to the stage directions the 'Spirits ascend'. This has been dealt with under the heading of traps, but perhaps these spirits were at stage level and flew.⁸¹

In the Roof

In the roof space in the east end was the grid and the catwalks which provided access to the flying machines. Access to the grid itself was probably effected by wall ladders from the projected fly floor.

Towards the west end of the roof space there was machinery which need have been no more complicated than winches placed at appropriate positions to raise and lower chandeliers that were used to light the house. It is thought that when the witches were flown over the pit advantage was being taken of the existing machinery previously used for lighting. The possibility of this suggestion is derived from the example of the lighting over the pit at the Queen's Theatre and also that used today, still extant from the eighteenth century, in the Royal Court Theatre, Copenhagen.

Although this area over the auditorium in theatres built later in the 18th century was used for the wardrobe, wigmakers, barbers and painters, it is not thought that this practice was developed as early as this first

major conversion into a 'modern' theatre, but they could well have been accommodated; otherwise these activities were probably carried on in the main scene house.

It would be difficult to claim that the thunder run later introduced in this part of the theatre, was installed at LIF I at this early date. The thunder that is called for in the stage directions may well have been provided back-stage by means of a thunder sheet or by the orchestra.

On Stage Lighting

Equally difficult to claim with any certainty is the scope of lighting equipment in LIF I and LIF II. Certainly, like the thunder run noted above, there were works published⁸² explaining techniques by which atmospheric changes could be achieved. Amongst the early plays produced at LIF I Tuke's The Adventures of Five Hours, particularly Act III, scenes i and ii, require flexibility in lighting. In both scenes reference is made to the darkness of the night and the rising moon - but no stars are to be seen - as if stars usually accompanied stage moonlit scenes. Working from dark to light, on the other hand, in Davenant's A Playhouse to Let, the sun rises. Further, as noted above, thunder, lighting and flashing fire was used in Boyle's Guzman, Act II, scene iv, the latter two elements only seen to their best advantage on a darkened stage, though of course the stage could never have been totally blacked out during these or any other night scene.

None of these effects is new whether achieved by the use of transparencies during the night, Hell scenes with their flashes of light from the contemporary version of the lycopodium pipe, or aqua vitae conflagrations, for much was traditional either to the Elizabethan stage or that of the Court masque. Eleanore Boswell in The Restoration Court Stage, records the contemporary lighting equipment ranging from chandeliers over

the stage area, sconces fixed behind the flats and borders over the whole stage as well as behind the relieve scenes. All of which could probably have been dimmed either by the method advocated by Sabbattini, the cylinder lowered around the light source; or the cupboard door method employed by Motta.

Consequently one can project a basically simple technique of lighting by candles and oil lamps which was both unwieldy and dangerous. Together with the lights on stage noted above, there should be included those beneath the stage for Hell and those which illuminated the divinities who descended in clouds.

The 'Scene House'

The estimated floor area of the scene house is 42' x 17'6". This building was Davenant's extension to the original house at the west end of the tennis court which is presumed to have served as changing rooms and refreshment rooms. In its original form it is estimated to have been about 18'0" x 17'6" in plan and about 17'0" high, topped by a roof hipped on the tennis court side and gabled on the north face. It might well have had attic rooms. The reason for suggesting this height and shape to the roof of this extension, and it applies equally well to the 'Davenant House' to the west of the tennis court/playhouse, is that it is unlikely that the side walls of the tennis court were constructed any higher than about 17'0". Above that height there were the open spaces which were provided to allow light to enter the court. Any obstruction to the light on the north side of the court effected by the two adjoining houses would surely have been a defect in the design and serviceability of the court. The problem therefore arises with regard to Davenant's building and reconstruction of the smaller house as to whether or not he built above this 17'0" limit when he extended the building to cover an estimated 42'0" along the northern wall. Related to the above point is whether or not

Davenant built his extension in brick or wood or a combination of these materials.

Several facts assist the speculation. First Davenant would seem to have made an intrusion on to Witherings' property from which he could easily withdraw. Secondly Reeve's repairs were concentrated in this area according to his Bill. Thirdly, there are no known agreements with the owners of either 38 or 37 Portugal Row with regard to any windows that Davenant might have wished to place in these new north and west walls. Finally, whatever Reeve did to this house when the tennis court reverted to its former function, Betterton was able to use the resources of the reconversion as a theatre without very much trouble.

Against these facts may be placed what is definitely known about the extension. First, it contained the box office and front of house manager's office; evidence is drawn from two notes. Davenant was to appoint 'three persons to receive money for the said Tickets in a room adjoining to the said Theatre', with actors appointing two or three 'watchers' of the money taking.⁸³

The Epilogue to Love and Honour, by Davenant, 1673, helps to explain the whereabouts of the box office and an additional detail with regard to the yard behind the theatre between this extension and Davenant's House; that it was paved:

Troth Gentlemen, you must vouchsafe a while
T'excuse my mirth; I cannot choose but smile!
And 'tis to think, how like a subtle spie,
Our poet waits, to hear his destinie:
Just ith'paved Entry as you pass: the place
Where first you mention your dislike, or grace.
Pray whisper softly, that he may not hear;
Or else, such words, as shall not blast this Ear.⁸⁴

Apart from the public entrances to the theatre there was also a back-door, according to the Prologue to The Siege of Rhodes, part II, line 12,

We have your Money, and a Back-Door too.

This 'back-door' I presume was the stage door situated at the rear of the building, probably the original back door to the changing rooms of the tennis court, that gave on to the narrow passage way at the eastern side of the building. It is probable that there was also another door to this extension adjacent to the box office giving on to the yard as an alternative for the patrons collecting their tickets through a pigeon hole in the western wall. It may have been through this door that patrons were able to pass through the scenes in order to reach their seats in the stage boxes and the balcony seats, possibly taking a detour via the dressing rooms, but I think that the door, the 'back-door' was the stage door.

It was probably this door that Pepys mentioned when he, on 29 April 1668, 'went out to see Harris' when he had gone to the theatre to see The Tempest. And again, 11 May 1668, 'After the play done - I stepped up to Harris's dressing room where I never was'. Whether or not he went out or through the scenes on this occasion is not recorded, but it seems that there was no easy access to the backstage from the main body of the auditorium.

Taking into account the above considerations, the Scene House conversion is thought to have replaced the old changing rooms as the theatre's main block of dressing rooms. There was room for more accommodation beneath the stage if required; and Davenant's extension, probably built in brick and wood, measuring at the largest 24' x 22', (outside dimensions), may have had doors knocked through where necessary to the theatre. On

the ground floor the area would have been divided up by partitions to serve for administration offices and the box office. If the ceiling were at about 7'6" the floor above would be the scene dock which, in the region of some 19' up stage, the height of the raked stage would allow the 7'6" height to the rooms below and be a reasonable point up stage at which to have an opening into the dock from the stage. A door in the old tennis court wall could be knocked through at the required height, or rise to the height of the fly floor, i.e., some 16' off stage level. I estimate that the highest flats used down stage would have been about 16' even if the proscenium opening rose to 24'. The scene dock itself need not have been any higher than 17' in which to manoeuvre the flats into their stacking place once inside. Further, below at floor level, doorways may well have been knocked through to allow connections between the adjacent house and the under stage area. Apart from providing the dressing rooms and offices, the adjacent building would also have accommodated the green room, wardrobe and wigmakers.

Davenant's House

Little has been found with regard to Davenant's house. Previously Lisle's house provided accommodation for the manager of the tennis court, now the domestic accommodation of the Davenant family and guests, as well as the actresses in the company. This house was situated on the north side of the main building towards the western end, plan fig.16. It was indicated by Hollar, pl.III, in which it is seen to have a double gabled roof. It was referred to in two conveyances of the plot and the house No. 38 Portugal Row where it was noted that the house was 4' beyond the blue pales that divided the tennis court property from that of the northern plots, and again in Richard Reeve's will when it was in the

occupation of Thomas Betterton. By estimation the depth of the house has been drawn to measure 10'6" and its length, deduced from other indentures related to the houses on the plots numbered later 39 and 40, about 32'0", (plan fig.16). With regard to its height the same strictures would apply as those mentioned in connection with the single house at the east of the court, that is, that the original height of the house where it abutted the tennis court would not have been any higher than about 17'0". On this long side of the house, which was divided into two gables in the roof according to Hollar, the roof was probably hipped to allow light to enter the court. Whether or not there were attic rooms at this level, which would have been the second storey, is probable but impossible to claim with any certainty. No documents refer to any windows placed in the northern face of the house that might have offended the later owners of the properties to the north, that is, numbers 40, 39 and 38. But it will be remembered that the tennis court house was built before the houses to the north were developed, and again, in the first instance those houses were owned by the owners of the tennis court and they may well have taken steps to glaze the windows in such a way as to maintain their own privacy in the back garden.

The entrance to this house could have been either on the north side at any point along the whole length if the 4'0" passage lay between 39 Portugal Row and the tennis court house, or perhaps just that part that fronted the passage way from Portugal Row; or again, at the side on the eastern end. As has been discussed above it is unlikely that there was a door into this house on the western end since the plot of No. 40 Portugal Row extended the full length of the plot, 186'0", from the rails in Lincoln's Inn Fields to the Causeway or Portugal Street.

The western side

There is nothing to note of any practical interest on the western side of the building except that in Hollar's engraving there seems to have been originally an archway built over the passage between the stables of Lord Brudenell's house, 41 Portugal Row, and the south west corner of the tennis court. It has been shown above that soon after Horatio Moore I built his house in Portugal Row that this area had become part of the premises belonging to No. 40 and stables were built upon it.

South side

The only details on the south side exterior are the doors into the pit and the huts or shops that have been noted above. The shops received attention in the title deeds. There may have been a dock door on to the stage or a door at stage level that had a trap above it that would serve the purpose when flats were got in and out of the theatre, or perhaps such a dock door was placed on the east side and approached by the passage on that side. Such a door would seem to be necessary but where it was placed is impossible to say.

The East side

On the east side of the building there would have been space for a 5' - 6' passage way which would lead from Portugal Street, along between the east wall of the theatre and No. 20 Portugal Street, to the stage door in the scene house built to the north of this passage. Whether or not there were also entrances to the theatre - dock doors, for example - from this path is entirely conjectural.

Notes, pp. 71-130.

- ¹ Recent studies of the dimensions of tennis courts include,
 S. Rosenfeld, 'Sites in Lincoln's Inn Fields, Answers and Queries', T.N., vol.I, No. 3, 1946, p.35.
 E. Scanlan, 'Tennis Court Theatres in England and Scotland', T.N., vol.X, No. 1, 1955, pp.10-15, T.N., vol.X, No. 2, 1956, pp.48-50.
 K.M. Cameron, 'The Edinburgh Theatre, 1661-1682', T.N., vol.XVIII, No. 1, 1963, pp.18-25.
- ² Julian Marshall, The Annals of Tennis, 1878.
- ³ M. de Garsault, Art de Paumier-Raquetier et de la Paume, 1767.
- ⁴ The pied, 1 pied = 12.79"
 The scale of measurements used in France was 12 pouces to 1 pied and 6 pieds to 1 toise. It will be realised that although it might at first seem that the argument is over an unimportant .79" or $\frac{3}{4}$ " difference in the two scales, when the overall dimensions of a building measuring either 102 pieds or 96 pieds are under consideration, and a dimension is translated directly into English, the resultant imperial measurement would be respectively 6'9" and 6'4" shorter than the French. The two dimensions given here as examples are the internal lengths of, respectively, the dedans and quarrée courts as illustrated in Marshall, and refer to de Garsault's illustrations provided here, pl.XXIV, and converted in fig.10. The internal width of the dedans and quarrée court, according to de Garsault, was 36 pieds which when converted is approximately 38'4". It is the internal dimensions that are critical of course to the measurement of the building, for they are determined by the rules of the game. The overall size of any court will vary according to the thickness of its walls, the materials used for the construction causing slight further differences, and the placing of the adjoining houses for those using it and those serving the patrons. The thickness of the wall suggested by de Garsault was equivalent to 2'1 $\frac{1}{2}$ " and Chambers recorded the thickness of the James Street court at 18", pls.XXI and XXII.
- ⁵ Plans of the Macon dedans tennis court, 1772, in the R.I.B.A. Library, J4/21 (1-5), show further interesting comparisons. This court was surveyed in order for Sir William Chambers to build one similar at Wilton for the Earl of Pembroke.
 Internal measurements, converted to imperial scale,
 Length 107'9"; Breadth 35'6"; Wall thickness 2'3"; height to ceiling 37'9"; lower wall height 17'1"; ceiling-ridge 21'9".

Note over plan J4/21 (1), regarding the vault:

There must be arches for under air for pavement as in plan X of the London court & these arches, should not be hurried till the building is covered in.

⁶ C. Cibber, An Apology for the Life of Mr Colley Cibber, ed. R.W. Lowe, vol.I, 1889, pp. 314-315.

⁷ Hotson, op. cit., p. 123.

⁸ For further discussion of the James Street tennis courts see,

David Clay Jenkins, 'The James Street Theatre at the Old Tennis Court', T.N., vol.XXIII, No. 4, 1969, pp. 143-150.

n. 5 in this article draws attention to a James Hooker and Partner who were the rate payers for the James Street tennis court in 1659. It may well be that this Hooker is the associate of Horatio Moore I, in which case the 'partner' might have been Horatio Moore I. I have also noted other Hookers, Thomas (1631) and Mary (1646), engaged at the St. James's Field Tennis Court.

C.S.P. Dom., 1625/1626, p.577.

P.R.O., Index 17344, 7 Car I, 12 Aug 1631; the King leased to Thos Hooker the tennis court and dwelling in St. James's Field for 80 years in reversion. P.R.O., C9/4/21. (1646)

Survey of the tennis court, E. 317, Mdx 42, 1650.

Demolition of the court, P.R.O., C9/31/67, 31 Oct 1664.

⁹ David Clay Jenkins, op. cit., p. 146 and plans p. 147.

G. Barlow, 'Gibbons's Tennis Court: Hollar v. Wilkinson', T.R.I., N.S., vol.8, No. 2, pp. 131-146, 1983.

¹⁰ This is a good example of the translation rather than the conversion of data from de Garsault.

¹¹ Marshall, op. cit., p. 36.

¹² Transcription from Chambers' Drawing, R.I.B.A., J4/21, f.6.

The best proportion for a tennis court 40' x 110' from wall to wall within and the height should be 30' in the clear from the floor to the ceiling, the court paved with Portland stone. The ceiling boarded and coved on the side but not at the end. The walls should be plastered with the best plaster of paris and the joints of the brickwork must be left open about $\frac{3}{4}$ " deep to afford a bond for the plaster which would otherwise

be soon loosened by the force of the balls striking against it. The dwarf walls of the dedans, long gallery and close penthouse must be done in the same manner and all the walls when the plaster is dry must be blacked. The side walls of the court are only 16'9" in height and plate laid on them 9' high and on the plate stand upright pieces of timber 10' high which support the roof on the sides. The whole length of the court is divided into 10 openings before which is placed nets to keep the balls from falling out of the court. There are little galleries running along the sides of the court without 2' wide for the convenience of drawing or undrawing these nets and curtains which are placed behind them to keep out the sun. The penthouses, or the dedans, long gallery, close penthouse which run round the three sides of the court have their roof sloping inwards and the height from the pavement to the summit of the roof must be exactly 10'. If the court is properly finished the ceiling and all the timbers must be painted red the curtain green and the walls blacked. In some courts the lines and figures marked on the pavement are either painted or chalked but it will be best if they are in laid of marble (black) not polished for when marked with chalk they must be done every 3 or 4 games because it rubbs off and painting lasts but a month almost in courts that are frequently used. A gallery for spectators should be contrived which must have wire work or nets before it to prevent the balls hitting the company. An apartment for the persons taking care of the court.

N.B. It will be well to have a recess at 3' the centre of the court on the long gallery side for the man to stand in that marks the play.

There is an additional note beneath the section elevation,

The pavement of the court to be supported on small arches about . . . wide and . . . high, which will keep it dry and better for the play than if laid on the earth.

St. James's Field Tennis Court, P.R.O., E 317 Mdx 42, 1650.

A survey of a certain house called the tennis court house with the appurtenances situate at St James and neer adjoining to the mansion house and in the parish of St Martyns in the Fields July 1650.

All that tenement built with brick and covered with tyle consisting of one Kitchen and one seller 10 steps in descent and over the same one fair parlour wainscotted and one Lodging Roome and above stairs in the first story two fair Chambers and four closetts there and in the second story two fair chambers and over the same two garretts also one other range of buildings adjoining on Pell Mell field consisting of one parlour one washhouse and above stairs two fair chambers and over the same two garretts Also one other house called the tennis court built with brick and covered with tyle and paved with tyle well fitted and jointed containing by and measurement 100 foot of assize in length and 35 foot in breadth also one Teanto or walk lyeing on the east side of the said Tennis court consisting of the length aforesaid Also one garden belonging to the same inclosed round with a strong brick wall of 20' high now in the occupation of John Hocker gent and worth p.a. £48.

When this property was finally demolished,

'The expense of filling up the cellars clearing the ground and paving amounts to the sum of £325 14s 4d'.

P.R.O., T1/331, Office of Works, 8 Nov 1748

- ¹³ Colvin, H.K.W., vol.V, p. 166.

Wren Soc., vol.IV, Hampton Court, Correspondence of the Office of Works, 9 Jan 1699/1700, p. 69. This letter also refers to the cost of repairs to the tennis court and its two houses at Hampton Court. For contemporary costing of comparable repairs with those at Lisle's Tennis Court, except the removal of all theatrical equipment, the estimated cost of repairs at Hampton Court were £525, cf. Reeves' £500 for Lisle's Tennis Court. In this letter H. Moore II is referred to as Captain Moore.

- ¹⁴ P.R.O., C10/237/65, Reeve Complaint. (App. p. 57).

- ¹⁵ *ibid.*

- ¹⁶ P. Sawyer, The New Theatre in Lincoln's Inn Fields, 1979, pp. 10-11, does not share this opinion, the material over which the differences arise will be discussed *infra* p. 191, n. 23.

The debate arises from an interpretation of,

1. That Pinkethman and Rich, singly or jointly held the lease of the theatre from 1706.

2. The advertisement in the Daily Courant, 7 Sept 1708,

The Playhouse in Little Lincoln's Inn Fields is to be Let for a Tennis Court or for any other use, (except a Playhouse). Enquire of Mr John Hall next Door to the Sign of the Angel in Little Russell street.

3. That the exception cited in the above advertisement was conditioned by the inhibition on the performing of plays found in a document belonging to Vice Chamberlain Coke,

Vice Chamberlain Coke's Theatrical Papers, 1706-1715, ed. J. Milhous & R.D. Hume, 1982, pp. 8-9.

and the related document,

4. The Union Order of the Lord Chamberlain, 31 Dec 1707, P.R.O. LC 5/154, pp. 299-300, B.M., Add. Ms. 20, 726, f.26, published in an article, Philip Olleson, 'Vanbrigh and Opera at the Queen's Theatre, Haymarket', T.N., vol.XXVI, No. 3, 1972, pp. 95-6.

Coke's Papers, pp. 44-50.

- ¹⁷ For discussion of Webb's relationship with Davenant and the designs for both The Siege of Rhodes and Mustapha,

W.G. Keith, 'John Webb and the Court Theatre of Charles II', The Architectural Review, vol.LVII, 1925, pp. 49-55.

'Designs for the First Movable Scenery on the Public Stage',
The Burlington Magazine, vol.XXXI, No. 173, pp. 29-33, and
 No. 174, pp. 85-98.

E. Boswell, The Restoration Court Stage (1660-1702), 1932,
 pp. 28-31.

- 18 Boswell, op. cit., plan op. p. 140,
 Ground plan in Westminster Great Hall, Florimene, pl.XXXII.
- 19 J.R. Spring, 'Platforms and Pictorial Frames: A Conjectural
 Reconstruction of the Duke of York's Theatre Dorset Garden,
 1669-1709', T.N., vol.XXXI, No. 3, 1977, pp. 6-19.
- 20 W.G. Keith, 'John Webb and the Court Theatre of Charles II',
The Architectural Review, vol.LVII, 1925, p. 49.
- 21 J. Orrell, 'Filipp Corsini and the Restoration Theatre',
T.N., vol.XXXIV, No. 1, 1980, p. 7, for the translation of
 B.M., Add Ms 27962, Q fol. 33.
- 22 P.R.O., C7/100/68, *Witherings v. Davenant*, Action of Waste. (App. pp. 36-52).
- 23 E.A. Langhans, 'Conjectural Reconstructions of the Vere Street
 and Lincoln's Inn Fields Theatres', Essays in Theatre, vol.I,
 No. 1, p. 21, and plans pp. 19 and 20. Langhans suggests an
 entrance on the west side of the court, but it has been noted
 above that this western side of the theatre was probably the
 property of No. 40, Portugal Row, and consequently the western
 alley absorbed into that property, thus making an entrance on
 that side impossible, certainly during the Betterton period of
 LIF II if not during the first period of LIF I.
- 24 Orrell, op. cit., p. 6.
- 25 Pepys, Diary, 2 Oct 1662, makes reference to the narrow passages
 at the Theatre Royal Drury Lane, which suggests that those at
 LIF I were reasonably comfortable by comparison. Compare L'Hotel
 de Bourgogne, devis et marché; and le mémoire for the Marais,
 Paris. The dimensions are converted to imperial, depth of box
 from wall 6'9"; depth of box 4'6"; wall passage 2'3".
- 26 If such a box were divided internally it would produce a box that
 would accommodate 8 persons to fulfil Davenant's commitment to the
 King's Company.

27 Comparative seat spacings, bench and void;

R. Leacroft, The Development of the English Playhouse, 1973, p. 84, cites the seating in the Wren theatre project, pl.LXIX, as 2'0" after the Wren Section, pl.XXIX, for 'The Playhouse', which is widely accepted as a design for the second Theatre Royal Drury Lane. See also R. Leacroft, 'Wren's Drury Lane', Architectural Review, vol.CX, pp. 43-44. His reconstruction is followed by E.A. Langhans, 'Wren's Restoration Playhouse', T.N., vol.XVIII, No. 3, 1964, pp. 91-100, especially p. 94, Langhans' benches are 10" wide and approx. 1'5" apart.

Survey of London, vol.XXXV, p. 40 and p. 43, adopts their findings. See also further reconstruction by D. Mullin and B. Koenig, 'Christopher Wren's Theatre Royal', T.N., vol.XXI, No. 4, 1967, pp. 180-187, for similar opinion.

For Covent Garden,

Survey of London, vol.XXXV, p. 87, interprets the Dumont, pl.XLIV plan as showing the benches and void at 2'0", and this is agreed by Leacroft, op. cit., p. 84. But Saunders, A Treatise on Theatres, 1790, (Reprinted 1968), pp. 83-84, recorded that the Covent Garden seats then were 1'9" for both seat and void, and further stipulated that,

though a moderate-sized person cannot conveniently sit in a less space than that of 1'10" from front to back, nor comfortably in less than that of 2'0".

He adopted 2'0" for bench and void in his ideal theatre, p. 87.

See also I. Donaldson, 'New Papers of Henry Holland and R.B. Sheridan', T.N., vol.XVI, No. 3, 1962, p. 92, for further comparative notes on the seating in Drury Lane and Covent Garden.

R. Leacroft, op. cit., p. 110, for notes for Goodman's Fields Theatre after notes by Capon, where the pit seating provided benches 1'0" wide and a void of 1'6". The rear bench was 1'6", pl.XLV.

28 Additional notes describing the middle gallery, the 18d gallery.

Notes from Pepys, Diary,

6 Feb 1667/8, because the house was full Pepys left his wife and went up to the 18d box . . . the King was there, but I sat mightily behind, and could see but little, and hear not at all.

8 Dec 1668, supporting that the middle gallery was boxed similar to that below in the Boxes, Pepys noted after a performance of Boyle's Tryphon, 'got into a hole in the 18d place, above stairs, where we could not hear well'.

16 April 1669, Pepys was again in the middle gallery but mentions that after the play or at an interval, 'Then once again into the pit to chat'.

From which I infer that this was by means of a staircase providing ready access to and from the middle gallery to the pit.

Hotson, op. cit., p. 207, Articles of 5 Nov 1660 (3g), refers to Davenant reserving a six seater box to Killigrew. Whether or not

this was a box containing only six seats or a box in which six seats amongst others were reserved, is difficult to prove. If it were a small six seater box it may perhaps have been a balcony box or a box at gallery level, although this does not seem much of a privilege to extend to the King's Men from Drury Lane. But it should also be noted that these articles were drawn up possibly before the construction was finally determined.

- 29 Reference to three galleries and particularly the . . . upper gallery.
Davenant, A Playhouse to be Let, Aug. 1663, Prologue,
'Least malice in the Upper Gallery'.
A. Behn, The Forced Marriage, 20 Sept 1670, Prologue,
'th'upper Box, pit and Galleries . . .'
Shadwell, The Sullen Lovers, 2 Mar 1668, Act III, several references to eighteen pence gallery and the upper gallery.
(The Complete Works of Thomas Shadwell, ed. M. Summers, 1927).
For general notes re. boxes and galleries see Langhans, T.N., vol.X, No. 4, 1956, p. 112-114.
- 30 Pepys, Diary, 6 Feb 1668.
- 31 Orrell, op. cit., p. 6.
- 32 Pepys, Diary, 26 March 1667/8
- 33 ed. R.E. di Lorenzo, Three Burlesque Plays of Thomas Duffet, 1972, p.29.
- 34 Davenant, Works, 1673, p. 383.
- 35 Edward Howard, The Women's Conquest, 1671.
- 36 Di Lorenzo, op. cit., pp. 7-8.
- 37 E.A. Langhans, 'Thesis', pp. 275-278, and examples from Stapylton's The Slighted Maid,
Enter Aurora in a black veil below.
Boyle's Guzman, Act II, scene iv,
Francisco rises up with his wan on a sudden . . .
which is followed by the prompter's note,
When Francisco rises flashes of fire.
Langhans, Restoration Promptbooks, p. 45.

- 38 Langhans, Restoration Promptbooks, 1981, p. 71.

Further examples of the use of traps on the forestage of LIF II are to be found in,

Granville's The Jew of Venice, 1701, The Prologue, in which the ghosts of Shakespeare and Dryden arise, crowned with laurel. And in the prologue to Denis's Iphigenia, 1699, the Genius of England rises and sinks.

For clarification of technicalities related to traps and other machines see graphics in,

Leacroft, op. cit., for traps, figs.131-135; for the thunder run, fig.79; for the developed upper and lower groove, fig.112. See also R. Southern, The Georgian Playhouse, 1948, pls.1, 30 and 31, for respectively, grooves, traps and thunder run, and Changeable Scenery, pls.36-41 and 50-52.

- 39 Boyle's Guzman, Act I, Act III, scene iii, and IV, scene vii, action takes place 'Under the Balcony'.

Tuke's The Adventures of Five Hours, ed. van Thal, n.d., p. 52.

Davenant's Works, 1673, see A Playhouse to Let, p. 78; Love and Honour, p. 265-6; The Man's the Master, p. 237; The Cruel Brother, p. 483, Act V, scene i, for musicians above, and The Rivals,

Celania and Leucippe enter 'as at a Window', Leucippe says, 'This window, Madam, looks into the taras where they are walking, you may over-hear all this discourse (the Curtain being clos'd) Without discovery.

Caryll's Sir Salomon, 1671, Act II, and Act III, have scenes employing the door and the balcony above as well as tumbling down stairs from the balcony to the front door to contrive comic effect.

Shadwell, The Royal Shepherdess, 1669, Act V.

The King watches the execution from above.

- 40 E.A. Langhans, 'Notes on the Reconstruction of the Lincoln's Inn Fields Theatre', T.N., vol.X, No. 4, 1956, p. 113.

- 41 E.A. Langhans, 'Conjectural Reconstructions of the Vere Street and Lincoln's Inn Fields Theatres', Essays in Theatre, vol.1, No. 1, 1982, pp. 21-22.

- 42 Pepys, Diary, 12 Feb 1667.

- 43 Davenant, Works, 1673, The Man's the Master, Epilogue, pp. 382-3.

- 44 Hamilton Bell, 'Contributions to the History of the English Playhouse', The Architectural Review, vol.XXXIII, 1913, pp. 359-368.

- 45 R.W. Lowe, The Life of Betterton, 1891, pp. 27-28, and pp. 49-52.
- 46 Bell, op. cit., pp. 367-8.
- 47 Richard Leacroft, 'Wren's Drury Lane', The Architectural Review, vol.CX, 1951, pp. 43-6.
 E.A. Langhans, 'Wren's Restoration Playhouse', T.N., vol.XVIII, 1964, pp. 91-100.
 D. Mullin and B. Koenig, 'Christopher Wren's Theatre Royal', T.N., vol. XXI, 1967, pp. 180-7.
 Peter Holland, The Ornament of Action, 1979, pp. 28-31.
 G.C.D. Odell, Shakespeare from Betterton to Irving, vol.I, 1921, pp. 102-106, came to no firm conclusion but seemed to sway towards accepting two doors not four on the apron stage.
 A. Nicoll, A History of English Drama, 1660-1900, vol.I, 1955, pp. 51-54.
- 48 Cibber, ed. Lowe, op. cit., vol.II, pp. 84-5.
- 49 John Lacy, The Old Troop, (1663, Vere St.), has stage direction,
 Enter twelve Troopers at six doors; two at a door.
 The first production of this play was at Vere Street, c.1663, ptd. 1672. It was later performed by the King's Men at LIF I. The stage directions found here could therefore apply to Vere Street, Bridge Street or Lincoln's Inn Fields I. Consequently as evidence it is poor material.
 Nicoll, op. cit., p. 52, noted a similar stage direction in J. Howard's, 1672, All Mistaken, Act II.
- 50 E.A. Langhans, 'Staging Practices in the Restoration Theatres 1660-1682', Ph.D. Thesis, Yale University, U.S.A. 1955, p. 269.
- 51 E.A. Langhans, Restoration Promptbooks, 1981, p. 40.
- 52 E.A. Langhans, 'Thesis', p. 113.
- 53 E.A. Langhans, Restoration Promptbooks, 1981, p. 40.
- 54 E. Scanlan, 'Reconstruction of the Duke's Playhouse in Lincoln's Inn Fields, 1661-1671', T.N., vol.X, No. 2, 1956, p. 48-50.
 E.A. Langhans' reply to the above article, 'Notes on the Reconstruction of the Lincoln's Inn Fields Theatre', T.N., vol.X, No. 4, 1956, pp. 112-114.

- 55 R.D. Hume, 'The Dorset Garden Theatre: A Review of Facts and Problems', T.N., vol.XXXIII, 1979, pp. 5-6.
- 56 J.R. Spring, 'Platforms and Picture Frames: A Conjectural Reconstruction of the Duke of York's Theatre, Dorset Garden, 1669-1709', T.N., vol.XXXI, 1977, pp. 6-19.
- 57 E.A. Langhans, Restoration Promptbooks, 1981, p. 40. In a still more recently published article he reverts to an acceptance of the four doors at LIF I,
 'Conjectural Reconstructions of the Vere Street and Lincoln's Inn Fields Theatres', Essays in Theatre, vol.I, No. 1, 1982, pp. 18-23.
- 58 E.A. Langhans, Restoration Promptbooks, 1981, p. 80.
- 59 P. Holland, op. cit., p. 31.
- 60 Anon., The Female Rebellion, n.d., (published in a limited edition, Glasgow, 1872), from MS, Glasgow University Library, Hunterian Collection, T.5.21.
- 61 A. Nicoll, A History of English Drama 1660-1900, vol.I, 1955, p. 394.
 Nicoll classified The Female Rebellion as a tragi-comedy and noted the MS in the Bodleian, Tanner 466, and that in the Hunterian Collection. Whilst the play is certainly a tragi-comedy it also contains many contemporary political allusions that could quite as easily place it in Nicoll's political play category. Nicoll also refers to articles in the T.L.S., 8 Nov 1934, Alfred Harbage who is responsible for the attribution to Burkhead, and another, 4 Oct 1934, by B.M. Wagner. 'Harbage suggests that the author is Burkhead, author of Cola's Fury'. The entry for this play, The Tragedy of Cola's Fury, or Lirenda's Misery, 1645 (Kilkenny), Nicoll classified as a political play. There is nothing to prohibit an author writing plays at an interval of 33 years, (I would suggest 40 years) apart, but this fact does raise doubts regarding this attribution.
- 62 Epilogue, The Female Rebellion,
 Since the same fate doth stage and state befall,
 That who dislike White fryars hate Whitehall;
 Wid'ning with Calumnys this double breach,
 Drawn by the nose thro' which their brethern preach.

63 The practical function that is never referred to in the discussion of this problem with 'apron doors' and entrances is that concerning entrances and exits that are made by actors in 'chairs' which would affect both the height and width of the doors, as well as the off-stage space.

64 The Burney Sketch, pl.LXIII, B.M., Burney Collection of Theatrical Portraits, vol.IX, No. 101, p. 65. See below in part III, the Reconstruction of the Queen's Theatre, for further discussion of this drawing.

65 W. Hogarth, 'The Beggar's Opera', pls. XXXIX and XL.

66 Early stage directions and observations on the curtain, 8 Mar 1664
Pepys noted at a performance of Heraclius,

'the drawing up of the Curtaine'.

References in stage directions occur in Davenant's, The Siege of Rhodes; Boyle's, Henry V; Caryl's, The English Princess; Dryden's, Sir Martin Mar-All; Settle's, Cambyzes; Behn's, The Forced Marriage and The Amorous Prince.

For LIF II, P. Holland, op. cit., p. 5, quotes the Earl of Ailesbury's note, June 1695,

'it being before five . . . I discoursed with Mr Bettertin (sic) until the curtain was drawn up'. Memoirs, 1890, vol.I, p. 356.

Odell, op. cit., pp. 128-139, discusses the use of the curtain during the course of the action of the plays produced during this period, e.g., Boyle's Henry V, and Act II, Behn's The Forced Marriage.

Langhans 'Thesis', pp. 270-1, covers the same ground noting Boyle's Henry V as an example of an instance when the curtain was used not only at the beginning and end of a play but also during the action, e.g., stage directions call for the curtain to rise in Act IV, to fall in the middle of Act V after which it is drawn up again.

67 For lights over the forestage consider Pepys' remarks regarding light in his eyes when sitting in boxes close to the stage and the plan drawn by Sir James Thornhill, 'Diary', p. 61, which is reproduced,

G. Barlow, 'The Hotel de Bourgogne According to Sir James Thornhill', T.R.I., N.S., vol.1, No. 2, 1976, pl. II.

68 Webb's petition for the place of Surveyor-General.

C.S.P. Dom., 1660-1661, Charles II, vol.V, 74, 74.1, (p.76).

A Breife of Mr Webb's case (June? 1660)

also see,

C.S.P. Dom., 1668-1669, Charles II, 251, 120. (p.132).

- 69 This is the minimum width I consider possible, but I would prefer an opening of at least 4'6" which could be provided equally well.
- 70 R. Southern, Changeable Scenery, 1952, pp. 177-182 ff.
- 71 E.A. Langhans, 'Thesis', p. 290. Langhans cites the 'cut scene' in Digby's Elvira as fanciful, but it seems to me that this is fairly straightforward if it is considered as a 'relieve' scene. On pp. 293-294, he argues the case for 'Drops' in the upstage area backing the shutters. I consider that if it is possible to furnish the shutter/relieve scene with drops it would not be unreasonable to apply the same technique further down stage. This also obviates the problem arising from large flats that are withdrawn into the wings. Langhans further argued, p. 295, for the possibility of shutters having the appearance of a 'cut cloth' both down stage and up-stage of the shutter, but a shutter in either position must have a centre or on-stage edge to the style; again I would claim such settings to be either cut cloths or where necessary framed out cloths. The example of such a setting according to Langhans is that of the columns in Act IV Elvira. There is also the additional problem found in Stapylton's The Step Mother, Act III, (Nov. 1663) where it seems obvious to me that one is dealing with a framed out practical Hawthorn Tree which would have been a set piece of scenery.
- In conclusion Langhans considered the 'flat scene' tentatively correcting Southern's definition, p. 319, 'It would make good sense to call a flat scene one which had no cuts in it, but it would also, be reasonable to apply the term 'flat scene' to a shallow scene. I strongly suspect that Mr Southern's conjecture is right, but without further evidence the matter cannot be definitely settled'.
- It is worth noting that the inventory studied by R. Southern, Changeable Scenery, pp. 193-203, the Covent Garden Inventory, 1743, obviously many years later but nevertheless useful, that there were only two cloths mentioned and yet there were probably several amongst the forty-three items termed 'back flats', as well as plain flats. Covent Garden had an upper and lower fly floor, which I cannot believe were constructed for the adjustment of borders and the flying in of heavenly bodies alone, nor that the settings were of the traditional divided and framed out shutter variety as described by Southern.
- 72 J.R. Spring, op. cit., pp. 13-15.
- 73 P. Holland, op. cit., pp. 31-36.
- 74 G. Barlow, 'Sir James Thornhill and the Theatre Royal, Drury Lane, 1705', The Eighteenth-Century English Stage, 1972, pp. 186-188.
- 75 G. Barlow, 'The Hotel de Bourgogne according to Sir James Thornhill' T.R.I., N.S., vol.I, No. 2, 1976, p. 96.
- 76 *ibid.*, pl.VII, showing p.64 from Thornhill's 'Diary', 1717, V. & A. Museum Library.

- 77 Cloths in the Drottningholm Court Theatre are still flown in the original manner of the 18th century. They are flown in and out at $\frac{1}{3}$ of their total drop height. This technique is still practised widely in many theatres that have limited flying space.
- 78 E.A. Langhans, 'Notes on the Reconstruction of the Lincoln's Inn Fields Theatre', T.N., vol.X, No. 4, 1956, p. 114.
- 79 Di Lorenzo, op. cit., pp. 29-33; for the King's Co. at LIF I, see also iuffet's Mock Tempest, Act I, scene ii and Act V, scene ii; di Lorenzo, pp. 72, 108 and 110. Settle's Cambyses also required cloud and flying machinery.
- 80 E.A. Langhans, 'Thesis', p. 280, notes that the text may not record, for Love's Kingdom, actual practical staging but that the text was 'corrected'. This I believe refers most likely to the lines rather than the action. Where one finds reference to technical matters, such as the ropes being concealed, the practicalities of a stage production were indicated. Flecknoe's Love's Kingdom, 1670, p. 21.
- 81 E.A. Langhans, Restoration Promptbooks, 1981, pp. 70-71.
- 82 The Renaissance Stage, Documents of Serlio, Sabbattini, and Furttenbach, ed. B. Hewitt, 1958.
 F.C. Motta, Trattato Sopra la Struttura De' Teatri E Scene, (1676), Introduction E.A. Craig, 1972, p. xxx.
 Odell, op. cit., pp. 139-152.
 Summers, The Restoration Stage, pp. 194-201.
 Boswell, op. cit., p. 43, pp. 90-98 and 159-163.
 G.M. Bergman, Lighting in the Theatre, 1977, pp. 44-169.
 F. Penzel, Theatre Lighting Before Electricity, 1978, pp. 3-25.
- 83 Hotson, op. cit., n.2, p. 308, or p. 207, Davenant's Articles, 5 Nov 1660, Article 3c, Davenant is to appoint three receivers or treasurers. Two or three of the Company are to act as a control.
- 84 Davenant, Works, 1673, p. 245.

Lincoln's Inn Fields III

The Site, Part II: 1705 - 1848

The Site: Part II1705 - 1848

Several documents record events surrounding the building of the New Theatre in Lincoln's Inn Fields. One has to use them with some care for they are only obliquely useful because little in them relates specifically to either the site or the actual building of the theatre. However there is considerable evidence surviving from that period during which the theatre functioned as a warehouse, of both a legal and graphic nature, of which the architectural survey carried out by Sir Charles Barry in 1848 is of the greatest value. The early and late information will now be brought together and examined in order to establish first, that the site of the warehouse in 1848 was essentially that on which the third theatre had been built; and secondly, the extent to which the warehouse retained vestiges of the former theatre. Having cleared this ground the reconstruction of LIF III will be described. The period under immediate consideration is that between the last performance on 20 October 1705 of The Old Troop, and the first night, 18 December 1714, of the New Theatre which opened with The Recruiting Officer.¹

Betterton's company left the tennis court theatre on 30 April 1705 for the Queen's Theatre in the Haymarket. It seems that their intention at that time was never to return. Unfortunately for the actors the Queen's Theatre was not all that was expected; this fact is elaborated upon elsewhere in this study.² Consequently from the end of August, 26 August to 20 October 1705, they returned to their old theatre giving only occasional performances. After that date neither they nor any other company performed in the old theatre.

Acting swiftly upon the exodus of the Betterton company the moiety holders, Anne Reeve, Horatio Moore II, and Thomas Reeve entered into negotiations with William Penkethman for, on 5 December 1705, he was granted a lease of the theatre. The term was not stated in the 1753 indenture³ from which this information comes but, referring to the earlier 1705 documents, states that it was 'for a term of years therein mentioned and not yet expired and which said premises are now in the tenure of or occupation of John Rich Esq as tenant and assignee'. John Rich's lease was for thirty-nine and a half years as from 24 June 1714, and had been originally taken by his father Christopher Rich. Whether or not the term stated in the 1714 lease was the residue of the original lease taken up in 1705, or a completely new arrangement is not clear. However Penkethman, together with Christopher Rich, negotiated a lease of the old theatre in December 1705. That Christopher Rich does not appear by name in the 1753 recital of the 1705 document may or may not be an omission for the 1705 lease is not to be found. But his involvement is clear from the rate books.⁴ The rate books reveal that though William Penkethman was the named lessee and paid his dues in 1706, there is a blank for 1707, and it was Christopher Rich who paid them in 1708. Penkethman's name reappears for 1709 and 1710 but thereafter, until his death in 1714, the rates were paid by Christopher Rich. Whatever the term of the 1705 lease it seems from this evidence that William Penkethman and Christopher Rich were the joint lessees from December 1705 until midsummer 1714.

Possibly, in the beginning, under cover of Penkethman and regardless of any interest in mounting a company in the theatre, Rich was making certain that he held the monopoly of playing places in order to compete

with Vanbrugh. Perhaps he thought that the Queen's actors would have to return to the Lincoln's Inn Fields theatre whether they liked it or not. It will be remembered that it was he who held the old Dorset Garden Theatre as well as the Davenant patent. Under that licence he was able to raise not only a new company but also a new theatre after he had finally broken with the Drury Lane company in 1709.⁵ It was an extraordinary mixture of craft and astute entrepreneurship, which proved a valuable insurance policy for himself and his family. Even Colley Cibber found these actions of Christopher Rich fairly opaque.⁶ It is unlikely that Penkethman intended to play in London for he had no licence, later the Union Order would have inhibited him, and when he did manage a company of his own, it played outside central London, at Greenwich and Richmond, and there is no evidence of his partnership on a business footing with Christopher Rich other than what has been found here.

At the same time as the negotiations were going forward with regard to the finding of a new lessee Horatio Moore II was busy selling his moiety in the property. Having settled with Penkethman, on the following day, 6 December 1705, he sold his interest in the property to Thomas Hiccocks for £1725. The Moores thereby withdrew from the venture created by Horatio Moore I, having sold the house in Portugal Row in 1692 for £850, and now the playhouse for £1725; clearly Horatio Moore II had been well advised to defend himself against the practices of his grandmother and stepfather, although he did not live long to enjoy the fruits of his labours. He died in 1708.⁷ It is from an indenture of 1776⁸ that this information regarding the sale comes, and that document does not record any other specific details concerning the premises in 1705, merely stating that the sale was of 'his [Moore's] moiety of the messuages therein described'. How long Hiccocks held the moiety is uncertain.

This sale by Moore II of a moiety in the property would suggest that he was allowed to over-ride the ruling of the Court after the 1689 dispute⁹ which stipulated that the moieties would be held by Anne Reeve, and only on her death were they to pass to the two half brothers. However, between 1705 and 1714 Hiccocks sold his moiety to one Deodatus Champion. This is deduced from the indenture of the covenant between Christopher Rich, Rupert Clarke and the subscribers to the New Theatre.¹⁰ In that covenant there is an extensive recital of an indenture of the lease drawn up between Rich and Clarke on the one part, and on the other, Anne Reeve, Deodatus Champion and Thomas Reeve. The conclusion drawn from this document is that while Anne Reeve still nominally held the two moieties, Horatio Moore II's interest was held by Champion. The date of Anne Reeve's death has not been ascertained but Thomas Reeve inherited his moiety and held it down to his death in 1737. Champion maintained his interest at least down to 1725 for the Rich accounts¹¹ show that a 'Mr Champion' was in receipt of payments from the playhouse. In these accounts Champion is linked with one William Welchman. In 1773 a John Welchman was in possession of half the Moore II moiety.¹² Perhaps W. Welchman and Champion bought the Hiccocks moiety or Champion sold half his interest to Welchman at an unknown date, but it is surprising that it was not referred to in the 1776 indenture.

Before proceeding to the matter of clarifying the site of this theatre attention is drawn to the schedule¹³ showing the Moore and Reeve moieties in reversion. This schedule details the several owners of the site down to 1783¹⁴ when the two shares came together finally in the hands of Joshua Scrope alias Peart. After some years in the ownership of Josiah Spode¹⁵ and the Copeland family the whole property was purchased by the present owners, the Royal College of Surgeons of England, in 1848.¹⁶

It is principally from the documents in the keeping of the College recording these transactions that the information comes revealing the changing form of the playhouse.

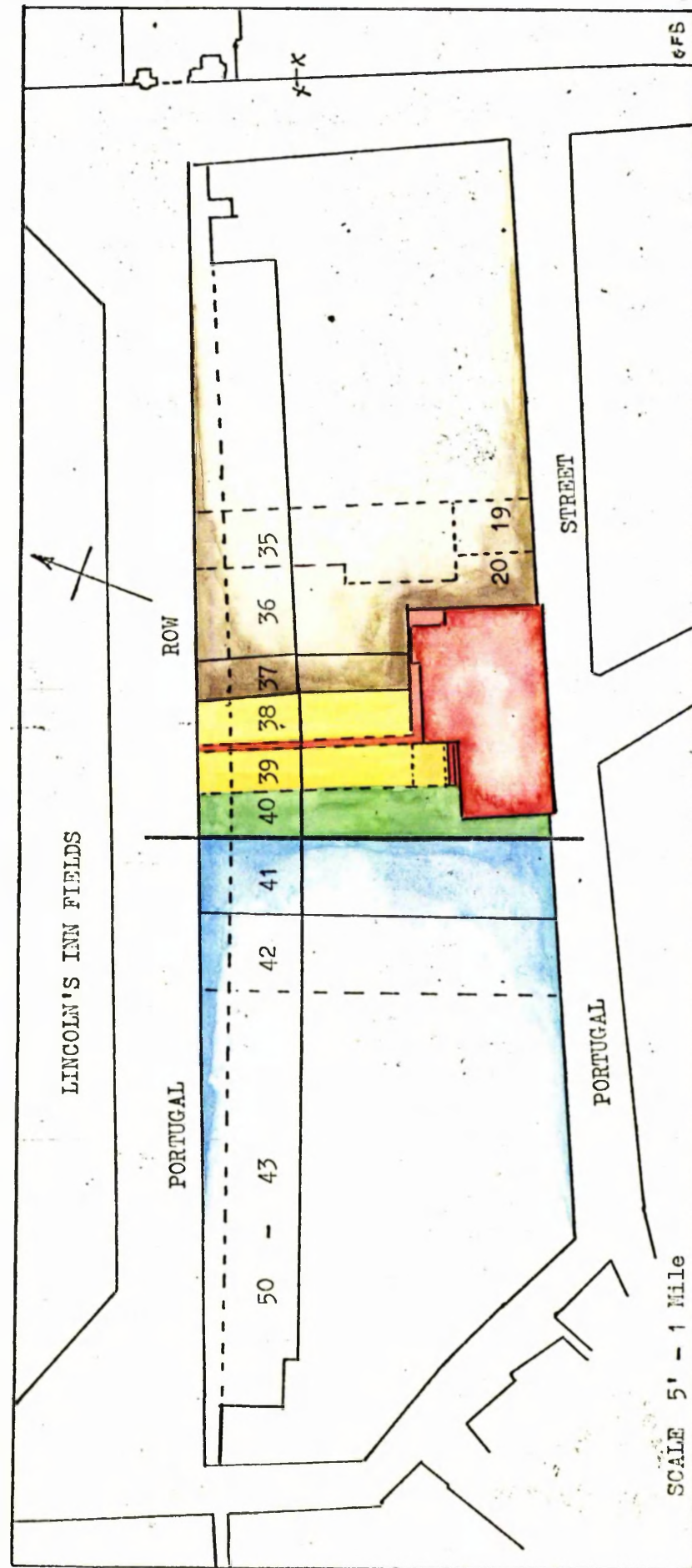
Returning now to the documentary evidence of 1714, the indenture of 3 September 1714 records the progress of the Christopher Rich and Rupert Clarke partnership in setting up the financial structure of the new theatre company. On 31 August 1714, this document¹⁷ states, Rich and Clarke took the thirty-nine and a half year lease, in trust for the shareholders therein named, of

All that great and lately new erected Messuage Tenement Theatre or Playhouse upon the ground and the ~~roome~~ of all that great messuage or Playhouse and building which before such new erection was commonly called Lisle's Tennis Court or the Theatre or Playhouse in Little Lincoln's Inn Fields and the same is intended hereafter to be called the New Theatre or British Theatre Together with all Erections and Buildings thereupon and on the North side thereof and upon any part or parcell thereof all which premises are situate lying and being or near Little Lincoln's Inn Fields.

Together with the new theatre are also mentioned the passageway to the north of the theatre linking it with Portugal Row, the vaults, rooms, yards, pumps and dressing rooms. Unfortunately one can deduce little from this description; only make provision for the various features in the reconstruction. Of greater interest is the fact that at this stage in the proceedings Rich had already built his theatre, and some fourteen weeks before its opening was finalising arrangements which must have taken him several months, if not years, to prepare. First, he made an agreement with the owners, the Reeves and either Hiccocks or Champion, to pull down the old theatre and build anew; of these deliberations nothing has been found. One may take Cibber's word for it that Rich did build the theatre 'at his own expense',¹⁸ for probably until the September 1714 covenant was signed and sealed his shareholders did not pay anything into the funds,

and, interestingly enough, the moiety holders showed no interest in the Company, apart from their agreed annual rent of £100. Additionally it will be noted that at the time of the indenture not all the thirty-six shares had been sold. The building of the theatre was probably therefore a private commercial undertaking on the part of Rich alone. As the cost of the building and the setting up of the company is not known it is impossible to say whether or not Rich made any money from the sale of the shares in his theatre. Some guidance as to the likely funding of the construction of the new theatre might be suggested by reference to various transactions undertaken by Christopher Rich in the years 1710-1714. There is absolutely no way of claiming categorically that the money raised in these instances was used upon the theatre, but since Rich would have needed money during these years it is of interest to know the manner in which he raised certain capital sums.

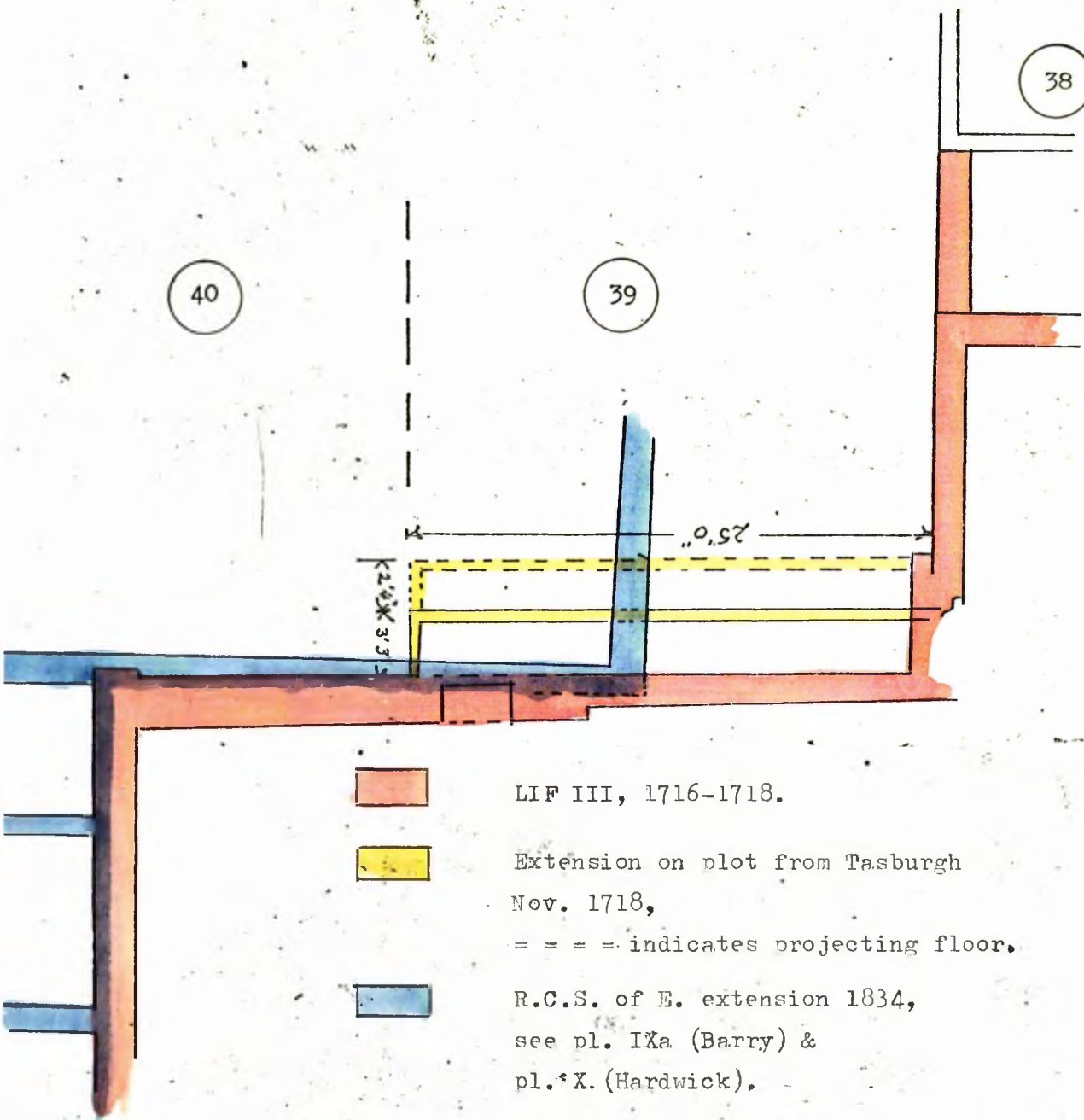
Following his exit from the Theatre Royal Drury Lane in 1709 Rich started to realise money on certain assets. On 1 March 1710 Christopher Rich mortgaged to Rupert Clarke for £250 the eight acres of pasture land known as Gravel Pit Field for a variable term.¹⁹ Three years later, 23 April 1713, Clarke sold this same property to a John Metcalf for £400.²⁰ On the same day, 23 April, Rich and Clarke sold to the same Metcalf another of the properties they jointly held, a house in Gray's Inn Lane.²¹ This sale brought them jointly £300. On 6 January 1712 Rich mortgaged to Rupert Clarke two shares 'in the Theatre (part of thirty-six)' in consideration of £250 for the term of fourteen years.²² At this date I am considering these shares as in Drury Lane and not the New Theatre. From these sales he gained, from the Gravel Pit Field property probably £350, the Gray's Inn house £150, and £250 from the shares; over the three years he needed and raised about £750.



LINCOLN'S INN FIELDS SOUTH SIDE 1714.

- Theatre Royal Lincoln's Inn Fields 1714 deduced from Hardwick, 1834, and Barry, 1848.
- 41 Cardigan.
- 39, Henry Tasburgh, had acquired additional plot to the south, but sold, 1714, 3'7"x24-25½' plot to Riches.
- 38, Sir Robert Guldeford, the passage way remained until 1753, but by 1714 had lost 14' on south to Theatre.
- 37, Scrope, the site remained the same.
- 36, Mordant, the site remained the same down to 1754.

Fig. 19



The numerals represent the houses in
Portugal Row c. 1718.

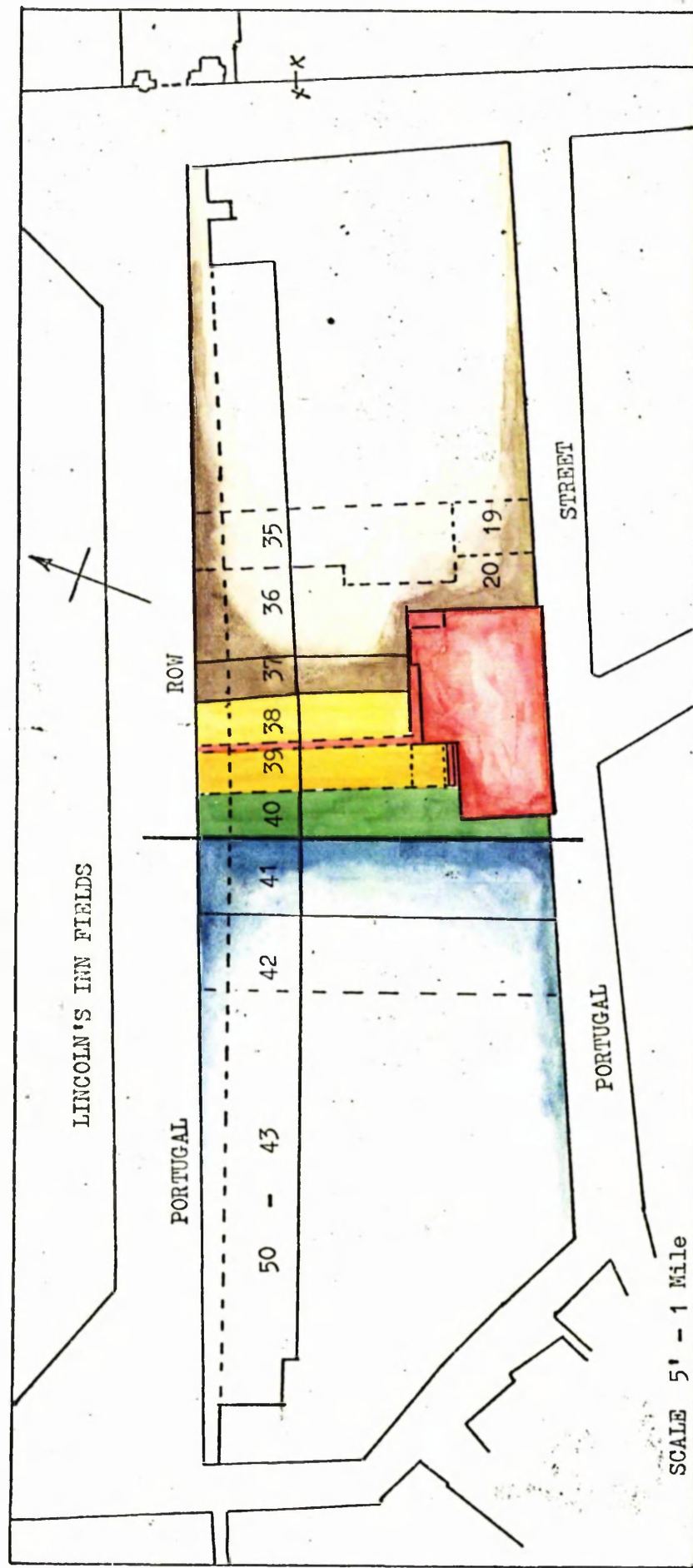
Figure showing the N.W. corner of LIF III
at three stages in development.

This is the only hard evidence of the activities of Christopher Rich from the taking of the lease in 1705 down to his death on 4 November 1714. There were also notices in the press and comments in autobiographies regarding his enterprise, all of which can be pressed into service, but they too should be treated with some care for these forms are ideal vehicles for spreading rumour and opinion.²³

When Christopher Rich died the theatre was not complete for soon after his death, and before the theatre opened, alterations were put in hand. The sole remaining document recording any information directly concerned with the erection of the new theatre is the agreement, 29 November 1714, between Henry Tasburgh and John Rich and his brother Christopher Mosyer Rich.²⁴ This agreement was confirming that Tasburgh would convey a strip of land 3'7" x 24' or 25' to the Riches for the better completing of the New Theatre lately erected by the late Christopher Rich. The vestiges of this encroachment into the back yard of 39 Portugal Row are, it is claimed, still apparent on both the 1834 detail of that corner of the warehouse by Hardwick, pl.X, and the later Barry plan of the whole Copeland property in 1848, pl.XIa. This extension to the northern side of the theatre is shown in fig.18.²⁵ It will be seen that it rests on the ground that had previously been occupied by the westerly house attached to the tennis court. A detail plan of this part of the site is given in fig.19.²⁶ That the building had gone forward up to three weeks before its opening, when suddenly an extension had to be built, does reflect rather badly on the planning and designing of the theatre, for this new construction appears to have been to provide a staircase linking the ground and first floor. It is probable that the redesign in this area had been under consideration for some time before the date of the agreement, but on the other hand, as Rich died on 4 November

it might have been an alteration put into effect entirely on the decision of the two brothers. Whatever the reason, it does seem late in the day for modifications that relied upon the purchase of additional land; land that must only a few years earlier have been sold to Tasburgh. This purchase was made for forty guineas in gold and certain conditions to which reference will be made when the actual structure and its interior are considered.

That the Tasburgh-Rich agreement is the only indication that any new ground had to be purchased for the building of the new theatre is perhaps difficult to accept. But it will be recalled that attention has been drawn above to the sale of the land which had held the westerly house adjoining the theatre to the north and sold to Tasburgh at some unspecified date, for in the agreement Tasburgh affirms his right to convey this ground, declaring it free of all encumbrances, and particularly of the annual rent charge of £8. 10. 0. payable out of his house to Sir Robert Guldeford, Bt., his neighbour and brother-in-law. At the same time it was noted that Sir Robert had sold to the moiety holders, again at an unknown date, the plot 14' by approximately 16', that lay to the south of his garden and which had previously been encroached upon by Davenant. This tidying up must have been conducted by Reeve and Hiccocks, or Reeve and Champion, before Rich began work or, at the very least, with his advice. But with regard to any other extensions to the original site there is no evidence, and it does not seem that this is due to any loss of documentary evidence for, as all the surrounding property now resides with the Royal College of Surgeons, one is fortunate in having all the title deeds together and none of the deeds of these formerly independent properties mention any such loss during the period under discussion. Indeed, as the plans and figures bear witness, the



LINCOLN'S INN FIELDS SOUTH SIDE 1714 - 1848

41 - 42, 41 to Company of Surgeons 1796, who became R.C.S. of E. 1803; 41 & 42 combined by Dance 1806-1813.

40, Abney 1692, to Hobbs to Way, 1830; to R.C.S. of E. 1834/5 (Barry rebuilding).

39, Tasburgh 1688, to Dickens to R.C.S. of E. 1834, (rebuilt 1889). Tasburgh at unknown date acquired additional plot on south from Theatre but sold part to Riches, 1714/5, 3'7"x 24/25'. This extension to the theatre plot later, 1834, divided and western part to R.C.S. of E. 1834.

38, Guldeford, seems to have lost totally land to south of the 113' boundary, i.e. 14', from Portugal Row. The passage way remained until 1753.

37, Sir Robert Henley down to Scrope, Scrope to Spode 1802, Copeland to R.C.S. of E. 1848.

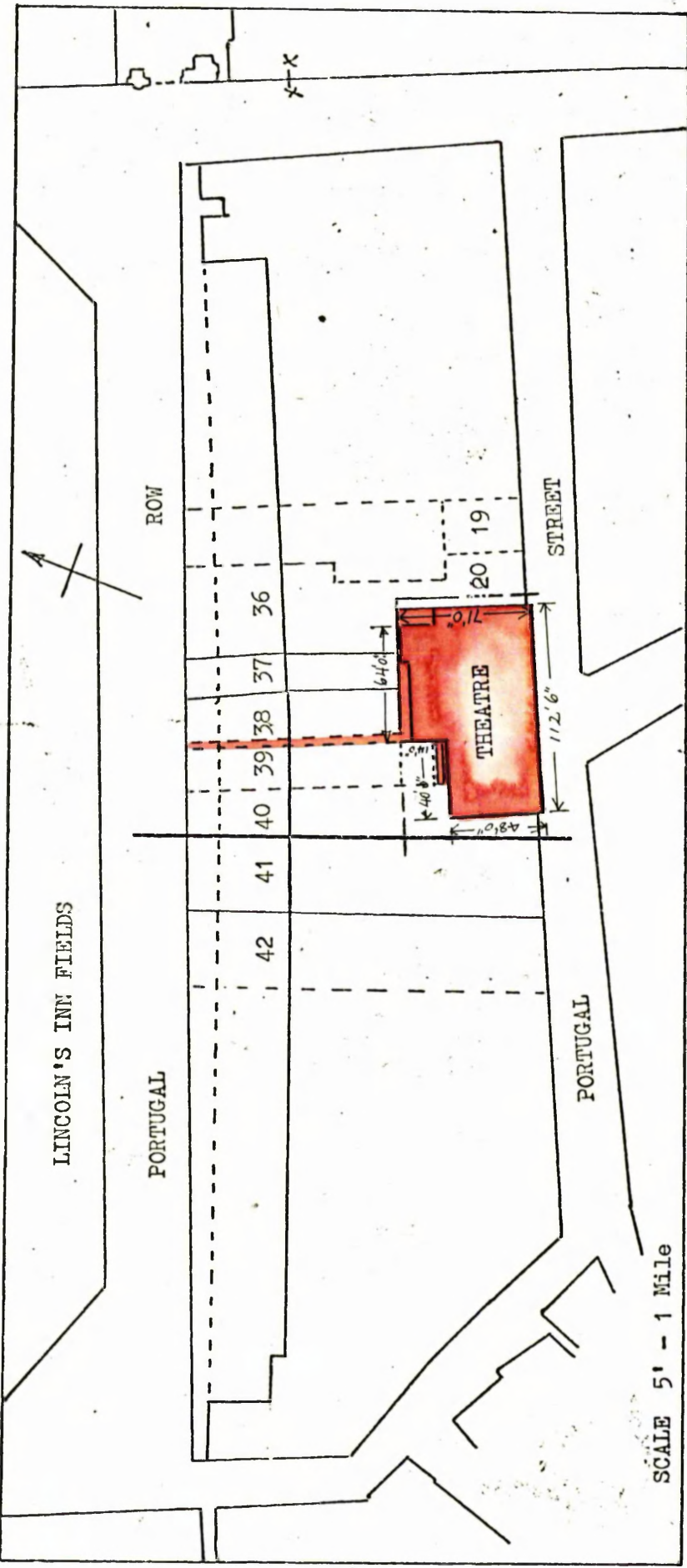
36, Divided in 1754, rebuilt by Taylor, S.L., p. 39, made into two houses 36 & 35, 35 became 34.

plots to the west, north and east of the theatre remained virtually unaltered from 1705 down to 1834 when the College began its gradual absorption of the site by purchasing No. 40 Portugal Row, (fig.20).

This patch of ground from Tasburgh was therefore the only piece of land in the whole site that the Riches leased independently, and that only for the term of thirty-nine and a half years from midsummer 1714, or as long as the theatre functioned as a theatre, but with the possibility of an extension of the term should the building remain a theatre beyond that date, i.e., midsummer 1753. As has been discussed above that situation did not arise.

When Christopher Rich died he left to his son John three-fourths of his interest in the Davenant Patent and the 'profit cloathes scenes etc. arising therefrom'; to his other son Christopher Mosyer he left the remaining fourth part of the same. The residue, real and personal, was divided between the two.²⁷ This presumably included his shareholding in the company. The lease of the playhouse was the only other item in their possession for it was noted that John Rich, in the indenture of 1753 above, was tenant and assignee, but the lease was of course held in trust for the shareholders and not solely his.

There are several documents that explain the financing of the New Theatre company and provide the names of the shareholders involved in the project. For a consideration of this aspect of the theatre's management reference should be made to Sawyer's²⁸ examination of these documents for they do not reveal any information directly concerned with the building or structural details which are the subject of this study. It is observed in passing that not all shares in the theatre were taken up at the time of the death of Christopher Rich or at the opening of the theatre.



LINCOLN'S INN FIELDS SOUTH SIDE 1714 - 5.

The Theatre Royal Lincoln's Inn Fields in 1714 with principal dimensions.

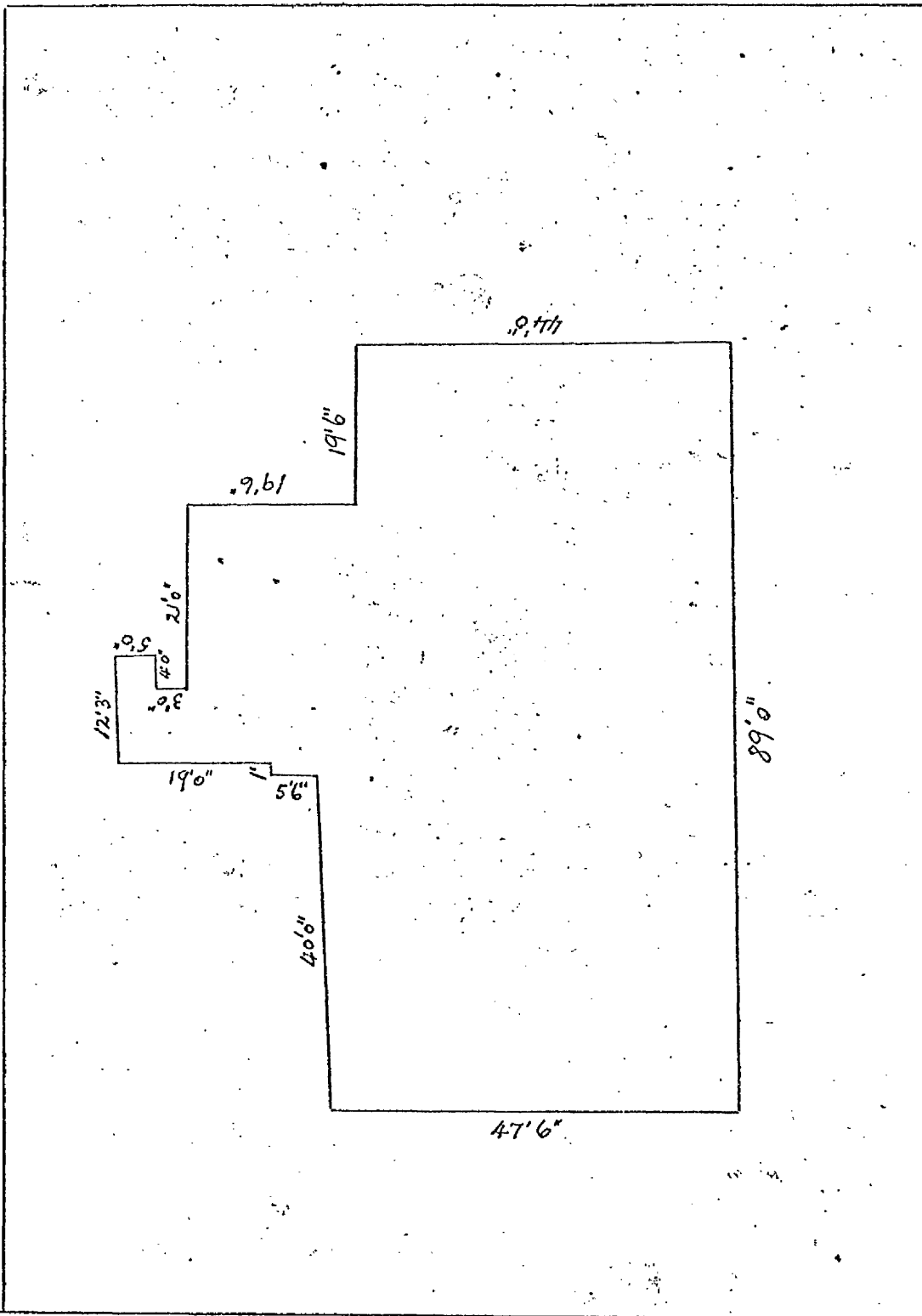
The line --- traces the boundaries of the original 1656 Moore I site, i.e., 130' x 73'.

Fig.20 therefore shows the site on which the new theatre was built. Fig.21 shows the theatre site in isolation. Both figures show the plot in pink. Familiar features will be recognised; to the south Portugal Street, with what appears to be a three foot encroachment upon the pavement; this feature is apparent in maps and later drawings²⁹ and persists in the Barry plans of 1848, pl.XIa; to the west, the stable of No. 40 Portugal Row; to the north, part of the garden or yard of No. 40 Portugal Row and the extension into the yard of No. 39 which has been discussed above. Here the second dotted line represents the extent of the projection of the first floor over the ground level; and moving eastwards, there is the passage leading to Portugal Row; the reduced plot of No. 38; the plots of Nos. 37 and 36 remaining the same as previously represented, fig.9; on the east there was the whole length of No. 36 Portugal Row extending to Portugal Street. The most vital point conveyed by these drawings is that Rich built his theatre on almost precisely the same plot as had been employed by Moore I and James Hooker in 1656 for their tennis court and adjoining houses, that is, Rich was working within the confines of the original plot of 73'0" x 130'0" which had suffered contractions on three sides. The significant growth areas as far as the theatre was concerned were first, in the east where Rich built over what had been, I conjectured, a 5'0" passage way running along that side of the tennis court; and secondly, on the south, 3'0" along the length of the new building over the previous pavement.

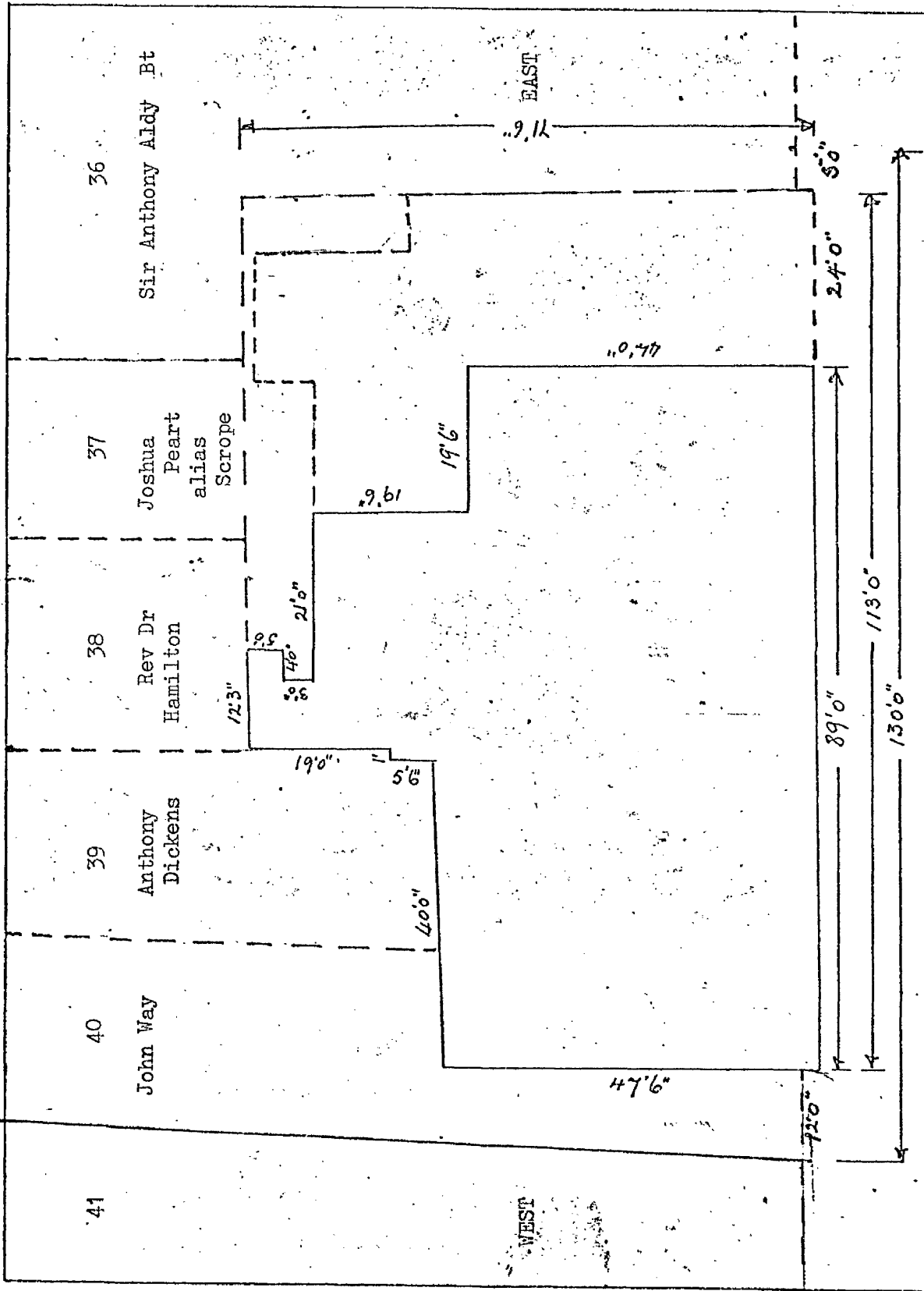
The more precise dimensions of the Rich site, LIF III, are as follows, and they are also shown in fig.21:

All along Portugal Street west to east, 112'6"; the eastern wall, 70'0"; along the northern boundary abutting 36, 37 & 38 Portugal Row, 72'0"; turning south 14'0" to the 2'3" projecting extension then west 25'0" along the extension to 15'0" of the main building; and finally, 48'0" along the western wall.

Fig. 22a



Plan redrawn from the indenture of lease from Joshua Scrope to Josiah Spode,
25 June 1794, showing part of the theatre-warehouse. See fig. 22b for area
retained by Joshua Scrope.

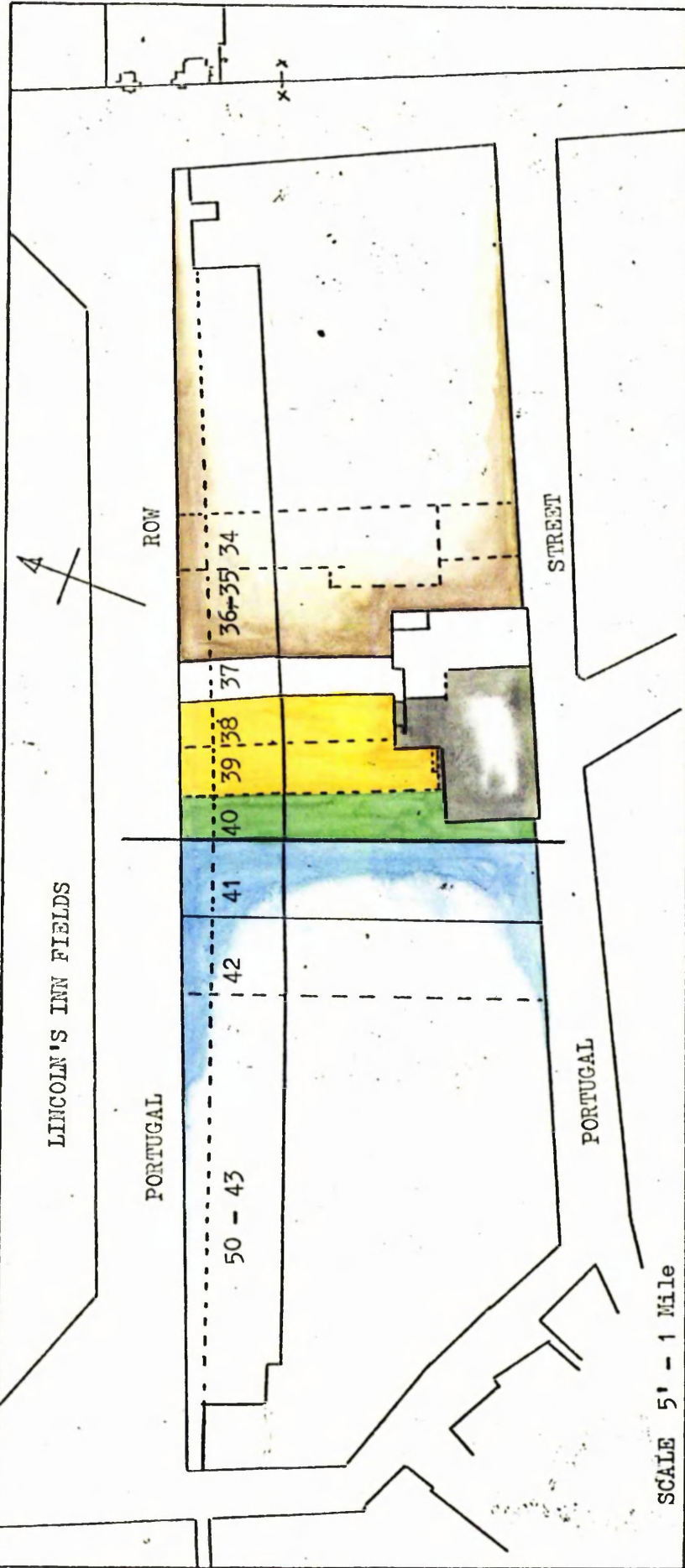


1745-1848

In this form the site remained until Spode in 1802³⁰ came into full possession of both the warehouse site and No. 37 Portugal Row, when he took steps to weld together the two buildings on those sites by simply constructing a bridge between them at first floor level. It was in this state when Barry drew up his plans in 1848. Prior to this event there are several interesting plans of the warehouse which, though they are not all drawn with the same accuracy, afford a picture of the changes wrought upon the basic structure and the interior of the now old playhouse. These drawings show neither acquisition nor considerable sale of land, thus verifying that the site of 1714 remained virtually unaltered down to 1848, (fig.20).

The three drawings are plans that come from the following sources; first, a plan drawn in the indenture of 25 June 1794³¹ leasing a part of the warehouse to Josiah Spode, fig.22a. The second drawing is a rather scrappy affair sketching the plan of the whole warehouse as it stood in 1806 and then entirely in the hands of Spode, pl.XXXIV. This sketch plan was made by the surveyor acting for the Sun Fire Office when he used an elastic tape measure. The third drawing is that by Hardwick in 1832 when contriving an extension to the Royal College of Surgeons which would skirt the north-western corner of the warehouse, pl.X.

The partial plan of the warehouse as it stood in 1794 and as described in the lease drawn up between Joshua Scrope alias Peart and Spode is shown in fig.22a. The dimensions which are added to the plan are drawn from the description in the indenture. The surrounding properties have been drawn in fig.22b, so that a picture of the whole area may be realised and comparisons made when placing it beside previous and subsequent drawings. Fig.22b shows the resultant division in the property



LINCOLN'S INN FIELDS SOUTH SIDE 1794

- Area leased to Spode.
- Area retained by Scrope who also owned 37 Portugal Row.
- 39 - 38, note that the passage way now absorbed into property of 38 Portugal Row.

whilst making clear the relationship between the warehouse and No. 37 Portugal Row, a connection that was to become firmer in future years when Josiah Spode owned both properties. With regard to the westerly part of the old theatre it is clear in this drawing that no change had been suffered in the overall size of the property although there may have been alterations to the structure. The dimensions given on the plan and detailed in the deed do correspond fairly accurately with those on Barry's 1848 plan. The only other point that emerges here and which will be discussed more fully later is that it was then possible to divide the building internally on its eastern side in such a way as to make a tidy partition between the property of Scrope and that leased to Spode. Fig.23 shows the area of the warehouse leased to Spode in the colour grey. It will be noted that Scrope retained an area of about 48'0" x 21'6".³² Perhaps it should be observed that among several conditions to which Spode bound himself in this lease there was the article that he should not undertake any structural alterations to the building.

The Passageway

It will be noted that the passageway that had previously run northward from the playhouse to Portugal Row does not appear on this plan, fig.23. The deeds are not particularly helpful in this matter. One can safely say that the passage was still in existence in 1753 when the lease of the theatre was still with John Rich and the building, according to the attested copy of the indenture recording the sale of the 'Reeve' moiety by James Mead to Edmund Browne, on 12 October 1753,³³ was described as 'the said great messuage or playhouse . . . with the entry way or passage from Great Lincoln's Inn Fields to the said messuage or playhouse'. Twenty years later, 23 and 24 June 1783,³⁴ there was effected the amalgamation of the two moieties by Joshua Peart, later Scrope, and the

indenture confirming this act recites the descriptions found in earlier documents including the reference to the northerly passage, but the words concerning this passage were scratched out. From 1789 there is another deed³⁵ that recites the familiar description of the playhouse, now warehouse, and that omitted any note of the passage. But in February 1802, when Josiah Spode purchased the warehouse entire, the deed states that this was 'together with the ground heretofore used as an entry way or passage from Great Lincoln's Inn Fields to the said messuage or playhouse but now built upon'.³⁶ Again in 1848 one finds the same description when Copeland, successor to Spode, sold the property to the Royal College of Surgeons, including the words 'but now built upon'.³⁷

In a separate bundle of deeds related to No. 38 Portugal Row held by the Royal College of Surgeons there is a deed of conveyance dated 1837³⁸ but in the description of the property no mention is to be found relating to this strip of land reserved to the owner of No. 38 since the days of Horatio Moore I and Emline. Additionally there is no suspicion of this passage in Barry's drawings of the whole site in 1848, neither does it appear in the 1794 document and plan discussed above, nor in the Sun Fire Office plan, but in this last instance this is hardly surprising. Barry's plan of the properties to the north of the warehouse shows in detail the state of No. 37 Portugal Row and Nos. 38 and 39 are clearly divided by one brick wall giving each house a backyard 24' wide. The passage way of 3'3" had disappeared.

Taking this evidence into account I suggest that the passage way that lay within the limits of No. 38 Portugal Row was absorbed into that property soon after the playhouse ceased to operate as such. The 1783 deed in which the deletion was made recognised this fact. Where in subsequent deeds reference is found to the passage way there are two

solutions; first, there is idle repetition of earlier deeds by scribes who recorded ancient history rather than the current state of affairs, or secondly, it is possible that reference is being made to that specific part of the site that had previously been used as the entrance to the playhouse, i.e., the 1714 equivalent of the original 4' that lay between the tennis court and the rear wall of No. 38 Portugal Row. Certainly where one finds outcrops to the north of the warehouse in the 1794 plan and again in the Sun Fire Office plan, but absent from Barry's plan because it is at first floor level, in the place that once would have been the entrance from the passage into the theatre there are buildings that perform various functions including that of w.c.s. In conclusion I suggest that the passageway through No. 38 was reclaimed by the owners of that property very soon after 1753.

The North Side of the Site

Turning attention to particular aspects of the Sun Fire Office plan pl.XXXIV, one finds roughly indicated the area to the north of the warehouse as it was in 1806. The yard and w.c.s. on the north-west corner are shown to be upon the earlier entrance place from Portugal Row and the enclosing line to the east of these outhouses is inconclusively finished off. In the same manner is indicated the link with No. 37 Portugal Row which had been built by Scrope on the ground level and noted as a 'covered way'. This new passage between the warehouse and Portugal Row is seen to extend as far as the rear yard wall of No. 37 and one presumes that this was later superseded by Spode's more elaborate bridge to be seen in the Barry drawings of 1848. The Sun Fire Office plan in this area is not to scale which is the main fault with the whole drawing if it were to be relied on as the principal source of information. The consequent problems that arise from this fact will be more obvious when examining the internal

structure of the building. One serious omission is that of the dressing-room house to the east of the covered way. One finds allusions to this area in all the deeds before the date of this insurance survey and it is difficult to believe that they were contained within the scope of the building shown here. The plan of 1848 gives a truer representation of the adjacent house even though it has suffered alterations effected by Spode. The only reason that can be offered is that the 'house' was not to be included in this insurance policy which was concerned primarily with that part of the building that functioned as a warehouse and stable and not as domestic accommodation attached to No. 37 Portugal Row. This is suggested by the notes 'Room belonging to the Dwelling House' and 'Flat' which are written over this particular area of the plan. Considering the source of this document it is disappointing that it does not appear to give as accurate an account of the building as one might expect and indeed wish. But within its limitations it does support the basic thesis that the warehouse was contained within the original site plan of 1714 and consequently can be related back to the tennis court site. However, admitting all its imperfections, the Sun Fire Office plan is the earliest extant plan of the theatre albeit as warehouse.

The North West corner of the Site

The third drawing to be examined before gathering all together in the Barry plan and elevation of 1848 is that of 1834. It arose out of the purchase, or at the time of the proposed purchase, of a tiny patch of land roughly 3'3" x 10'3" on the north side of the warehouse by the Royal College of Surgeons from Copeland in order to provide themselves with sufficient ground to put into effect Barry's designs for the new lecture theatre, pl.IXa, 1833.

There are three drawings on this sheet, pl.X, two of which will be returned to when discussing the elevation of the theatre-warehouse, but the third is a plan of the 'north west angle of Messrs Copeland's warehouse on the level of the ground floor shewing the proposed new walls of the College of Surgeons tinted red, and the space of ground to become the property of the College edged with yellow'. This purchase of land is the only loss recorded on behalf of the playhouse property from 1714 down to 1834. Here one recognises the loss of part of the ground that Rich had acquired from Tasburgh in 1714. This plan also provides a very clear indication that the western wall of the warehouse was in common with that of the proposed extension to the Royal College of Surgeons. The area in question is seen in both pl.IXa and the 1848 plan by Barry, pl.XIa. By 1848 even those vestigial elements of the playhouse drawn in the 1834 plans and elevations were no longer in existence. These details of the western and north-western corner are the only drawings that have been found of those sides of the building.

Summarising therefore the information derived from these three drawings from 1794 down to the final state of the building in 1848 it can be stated with some degree of confidence that whereas there had been considerable alterations to the interior and shell of the playhouse, the site on which it stood was virtually the same as that deduced in 1714. The changes that did not radically alter the site were first, the loss of the passageway from Portugal Row running between Nos. 37 and 38 which one suspects occurred at some time between 1753 and 1756; and secondly, the sale of the patch of ground 3'3" x 10'3" in 1834 to the Royal College of Surgeons. Neither of these can be claimed as really significant losses to the actual plot on which the theatre had been built.

The state of the site of the warehouse as it stood in 1848 is shown in fig.24. In that plan are noted all the above mentioned alterations with the addition of details from the Barry plan of 1848. The outline of the warehouse has been included to show the overall use of the land. The theatre or warehouse is coloured grey as is No. 37 Portugal Row to which it was tied at that time, both being in the ownership of Copeland. To the east in sepia are the properties that were once in the hands of Henley. On the western side Nos. 38 and 39 are shown in yellow and without the familiar passageway. All that area coloured blue represents the property belonging to the Royal College of Surgeons who now possessed No. 40 Portugal Row and would shortly extend their college to the east and absorb not only Nos. 39, 38 and 37 but also No. 36. The Salter extension of the R.C.S. absorbed No. 39; No. 38 et seq. remained separate houses until after bombing, pl.XLVI, in 1941.

This fig.24 should be studied in conjunction with the copy of the plan of the warehouse drawn up by Barry in 1848 which defines more particularly the specific dimensions of the various parts of the building. The plan, fig.25, shows also details drawn from the 1794 indenture, the intrusion into No. 39 Portugal Row around the north-western angle of the warehouse. The Royal College of Surgeons had already acquired No. 40 Portugal Row with its stables on Portugal Street. It will be seen that the whole warehouse is quite comfortably contained within the original 73' x 130' plot bought by Horatio Moore I and James Hooker. The overall dimensions of the site are therefore, fig.25, on the southern Portugal Street facade, about 112'6", 12'3" the opening that had been the stable of No. 40 Portugal Row but now College buildings, and the remaining 4'9" - 5'0" on the eastern side had become the frontage of No. 20 Portugal Street, pl.XId. On the western side of the warehouse the depth was about

48'0". Turning east along the northern side, the rear wall of the warehouse abutting the yards of Nos. 40 and 39 Portugal Row was about 40'0", then moving north along the warehouse and rear wall to meet the back wall of No. 38 Portugal Row, about 25'0". Moving east again there is the uneven line created by the rear yard walls of Nos. 37, 38 and 39 Portugal Row which collectively give a distance of about 77'0". On the eastern side the distance north and south is drawn from the original plot line to the 1714 - 1848 front giving 76'0", but it will be noted that from the rear of No. 36 to the front of the warehouse the depth was 71'0". However a glance across the plan will reveal that those properties to the north had various depths. The depth of the property consequently increases in places, to 73'6" north and south in the region of No. 38 Portugal Row. The unevenness of the vestigial rear walls of the houses to the north of the warehouse is of course the result of various sales and resales and encroachments that had taken place over nearly two hundred years, and it is not surprising therefore that there is a certain untidiness here. It is probable that the only original wall is that of No. 36. In spite of these irregularities it would seem that they are not significant enough to cause a rejection of the basic thesis that all tennis courts, theatres and warehouses were built within the original 1656 site of some 73'0" x 130'0", and that this plot by 1714 was reduced in length to about 112'6" and in depth to about 48'0" on the west and to 50'0" on the eastern side. It then supported the theatre, auditorium and stage, with the additional plot of about 25'0" x 72'0" adjoining to the north that contained the main staircase and dressing rooms of the theatre. It is within this plot, taking into account the known exchanges of property in the area of Nos. 39 and 38 Portugal Row, that one can place the tennis court as well as the first and second theatres that 'stood as the first chapter in the history of the modern stage'.³⁹

The final description of the theatre when a warehouse is derived from the indenture of 1848⁴⁰ reads as follows:

a playhouse called the New Theatre with dressing rooms coffee house and other buildings . . . formerly known as and described as all that great messuage . . . used as the New Theatre and all that house or tenement heretofore used for dressing rooms adjoining to the north side of the . . . playhouse and therewith usually occupied and enjoyed together with the ground heretofore used as an entry way or passage from Great Lincoln's Inn Fields to the said playhouse but now built upon and also all those buildings rooms and apartments formerly used as sheds or shops or coffee houses and the shed heretofore used as a passage into the said playhouse adjoining to the south side thereof all which said premises situate and being in Little Lincoln's Inn Fields in Portugal Street . . .

Having isolated the site and traced its formation from 1705 down to 1848, before reconstructing the theatre within the warehouse and its adjoining buildings, a brief account of the alterations suffered by the theatre in its several conversions will be necessary to determine that which remained of the original theatre and thus act as a guide in its reconstruction.

A brief account of the interior and exterior alterations, 1745-1848

Although this period, over one hundred years, is that in which the building no longer functioned as a theatre it is the period for which most evidence survives in the form of artists' impressions of the exterior and more accurate architects' plans and elevations of the exterior and interior, of what had become a warehouse. Over the same period there are several deeds that describe the contemporary state of the interior and outhouses. All these documents serve to explain the final and most comprehensive set of drawings, those by Charles Barry; the result of a survey of the warehouse carried out in 1848, pls.XIIa, b, c and d.

During the course of this examination that which is vestigial of the playhouse will be determined. After all the alterations carried out over those one hundred years have been erased from the Barry plan a reconstruction of the playhouse as it stood between 1714 and 1732 will be projected.

At the close of 1732 the new theatre in Covent Garden was ready and John Rich moved his company westwards across Drury Lane. Rich maintained his interest in the Lincoln's Inn Fields theatre down to 1753 but appears not to have paid any rates after 1748.⁴¹ In those seventeen years intervening the theatre was used intermittently by various companies including his own from Covent Garden. Other companies of note that played the theatre during those years were Giffard's company coming from Goodman's Fields; Handel's Opera Company played several seasons and there were also a number of miscellaneous troupes and benefit performances. A full catalogue of the occupants over these years is to be found in The London Stage,⁴² and needs no repetition here. The last recorded theatrical performance at the theatre was that of Love and Folly, produced as a benefit for Galliard on 11 December 1744. It is not thought that these companies would have altered the building in any significant way since they only rented the theatre for short seasons.

The next inhabitants of the theatre were a company of Guards, a military force larger than usual to keep order in the theatre, but their presence was precipitated by rumours and fear of the dreaded Scot. There are three newspaper reports of this incident,

Yesterday morning a Colonel's Guard (by order) marched to the Playhouse in Lincoln's Inn Fields, where they are to continue, in order to be ready to quell any disturbances that may happen from the adherents of the Pretender and the enemies of our present Happy Establishment.⁴³

Sawyer⁴⁴ noted another which was unclassified and seems to be a more elaborate version of the above. It is not supposed that the Guards were established long in the theatre and were soon recalled to barracks without leaving a very deep impression on the theatre.

A military presence in the theatre was again noted several years later but there is some confusion as to the precise date; the extent of the occupation and the alterations were mentioned in the following notice:

The Workmen are getting ready the old Playhouse in Lincoln's Inn Fields with all Expedition, in order to make Barracks for fourteen hundred Soldiers that are to be kept there. Provision is already made at Somerset House for fifteen hundred Men that are also to lie in Barracks there.⁴⁵

This quotation comes from a cutting in the R.C.S. of E. Scrapbook, 'Lincoln's Inn Fields, Etc., Historical Cuttings', but the newspaper and date has not been traced although the archivist has noted that it came from '1750'. However, the same information is recorded by both Heckethorn⁴⁶ and Chancellor⁴⁷ but without their source. Both date the incident as occurring in 1756. Without supporting evidence from a more authoritative quarter it is not thought that this information should be treated too seriously for if a great deal of work was expended on this conversion to house a regiment of soldiers, it is unlikely that they were withdrawn after only eighteen months. There is no note of this in the ratebooks and a search in the Ordnance records of the P.R.O. has produced no supporting evidence.

Also contradicting the possibility that the theatre became a more permanent military establishment is the anonymous note describing a visit to the theatre before it became a warehouse. This record is a manuscript⁴⁸ in the theatre collection of the Garrick Club and is ostensibly dated 1757 but internal evidence shows that it was written after 1763. The

writer recalled that the theatre was in a fairly chaotic state reminding him of the scene at Covent Garden after the half price riots which occurred during January and February 1763.⁴⁹ This might well have been the state in which the army left the building after providing themselves with sufficient space to bed down for a day or two, by clearing the stage and removing the benches in the pit and lodging them in the boxes around the same. The date of that visit to the old theatre by this commentator must have been after 18 November 1755, the date of the riot at the performance of the French dancers at Drury Lane, and before John Banks, the subsequent tenant, took up his lease in 1756. What exactly Banks did to the theatre is not altogether clear but the rateable value of the theatre was suddenly raised to £200 and that for the dressing rooms/house to £60.⁵⁰ There is a note in the margin beside this entry stating that an appeal was to be made against that assessment. In the following year when Messrs Charles Smith and Co. paid the rates they did so on a revised nominal figure of £150 for the theatre.

It would seem that if anybody made any radical alteration to the theatre it was John Banks who, having realised the commercial possibilities that lay in the theatre, converted it and leased it at the earliest opportunity. Charles Smith and Co. took up a twenty-one year lease as from 24 June 1758.⁵¹ Those involved were entered in the ratebook for that year, John Trotter, George Smith, Bradshaw and Charles Smith.

All that can be said with certainty is that between 1745 and 1756 the theatre was 'dark' and in a dilapidated state giving only a livelihood to the carpenter-caretaker and his wife who hung her washing in the 'clouds', and that they lived in rooms which had previously been the dressing rooms.⁵² Thereafter the converted theatre functioned as a warehouse, offices and domestic accommodation. The tenants who were recorded

above were later joined by others, a fact that is drawn from several leases that were taken up before 1794 when Josiah Spode leased a large part of the premises for his own use.⁵³

In addition to the four businesses carried on by the men named above was that of the Six Clerk's Office, which in 1744, was 'to be removed to the old Playhouse in Portugal Street for three years till their office is rebuilt in the same spot of ground, with some additions, where it at present stands.'⁵⁴ By 1782 the warehouse had become a veritable warren providing both domestic accommodation and commercial facilities. This partitioning becomes clear in both the indentures of the period and visible as late as 1806 in the Sun Fire Office plan, pl.XXXIV. From this plan it is possible to deduce partially the remains of the domestic accommodation which was built into the western part of the old theatre and described in the indentures. The larger remaining portion was employed as office space and various workshops. A deed of 1782⁵⁵ provides the names and descriptions of several people then in occupation, Joshua Peart, Edmund Estcourt, John Miller, Daniel Pike, John Foulkes, Humphrey Bowles, Messrs Turner and Gallimore, china manufacturers; Harris, china-man; William Garth, upholsterer; Trotter, upholsterer; and additionally of course were the vaults below that were rented out, at that time to Meaux.

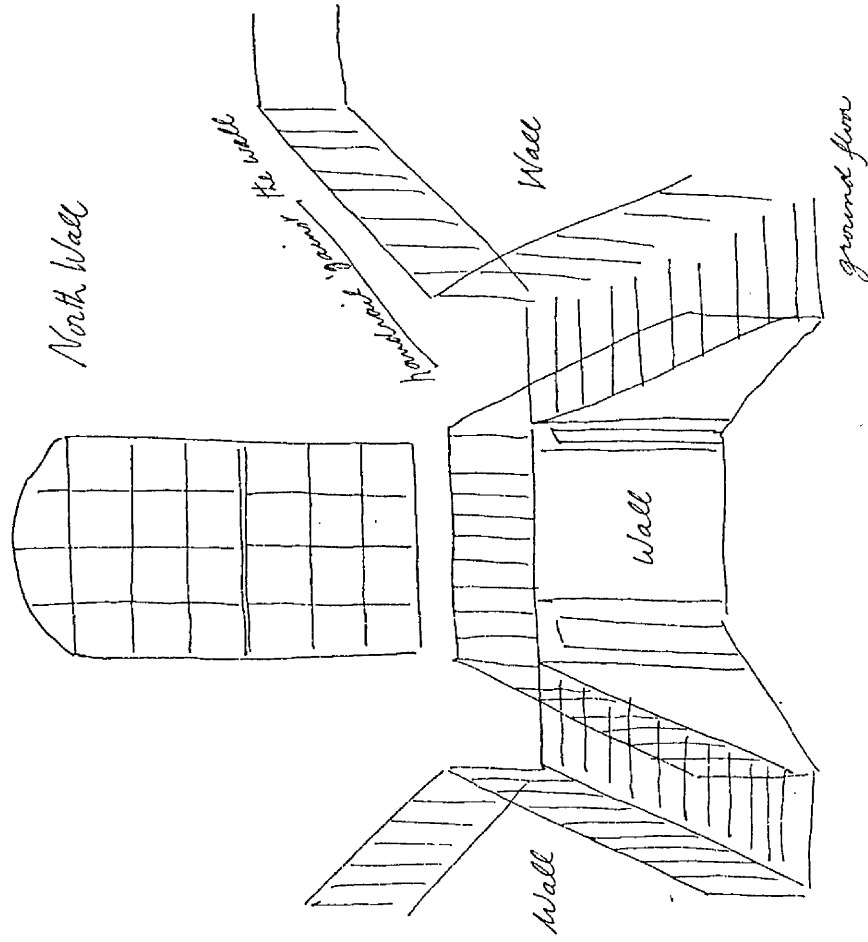
Such was the state of the theatre when Josiah Spode came on the scene in 1794 when Joshua Scrope (formerly Peart) leased for twenty-one years at £210 per annum a large part of the warehouse. The indenture of 25 June 1794 included a lengthy description of the premises and particularly that part leased to Spode. Scrope imposed severe restrictions on the uses to which Spode could put the building and on any alterations that he might wish to effect. That deed also reported on the changing occupants of the warehouse down to that date when Messrs Thomas Turner and Ambrose Gallimore had become Turner and Shore. John Miller, attorney, whose room had

previously been used as the clerks' office, was now used by the Society for the Improvement of Naval Architecture. Messrs Stevenson and Co. had also moved in. The full description of the premises taken up under the 1794 lease by Spode can be read in the Appendix.

The plan that was drawn in the margin of this deed is reproduced in fig.22a. It was not until 1802 that Spode bought the freehold of the whole warehouse and the house in Portugal Row, No. 37. But in 1795⁵⁶ Scrope leased to Spode not only the remaining area of the warehouse that in 1794 he had reserved to himself but also this house to the north of the warehouse in Portugal Row. The 1794 plan from the lease and the Sun Fire Office plan, respectively fig.22a and pl.XXXIV, therefore provide interesting material for comparison reflecting changes between those years and before the later alterations made by the new owner Spode, no longer suffering any inhibitions upon his own designs.

During the 1820s and early 30s the Spode company prospered and later there was a merger effected between the Spode family and that of the Copelands; both engaged in producing the fine chinaware for which they are still famed. The resultant company operated under several permutations of the two family names. In 1833 it was the Copelands that were managing the company. William Copeland occupied No. 37 Portugal Row and made the conversions that are to be seen in the Barry drawings of the warehouse and adjoining properties that were shortly to be acquired by the Royal College of Surgeons. Although it was suggested that Spode may have made the alterations to the warehouse seen in this plan there is no factual evidence to support any precise dating, for it may well have happened in the time of the Copelands who it is believed, constructed the enclosed bridge between the two properties.

Lincoln's Inn Fields Theatre staircase
 These sketches were purchased at
 Mr Burn's sale and are reliable.



This staircase precedes the entrance the grace.

Sitting below Roof.

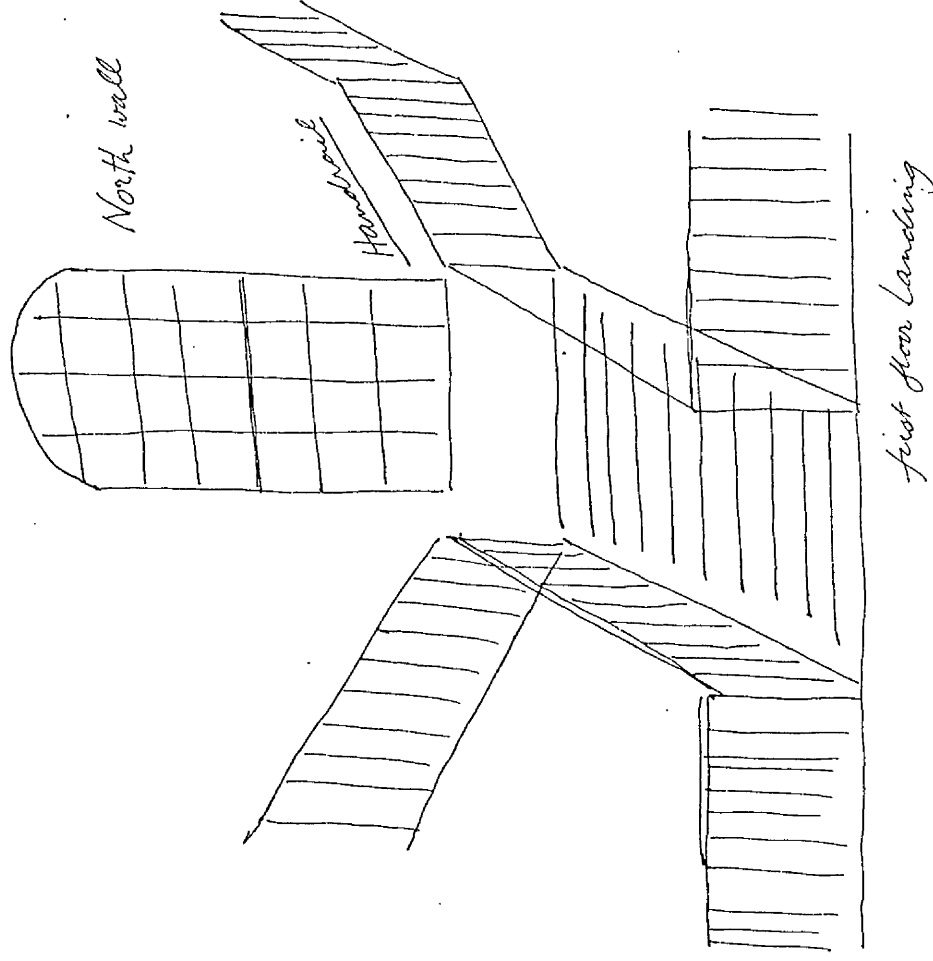


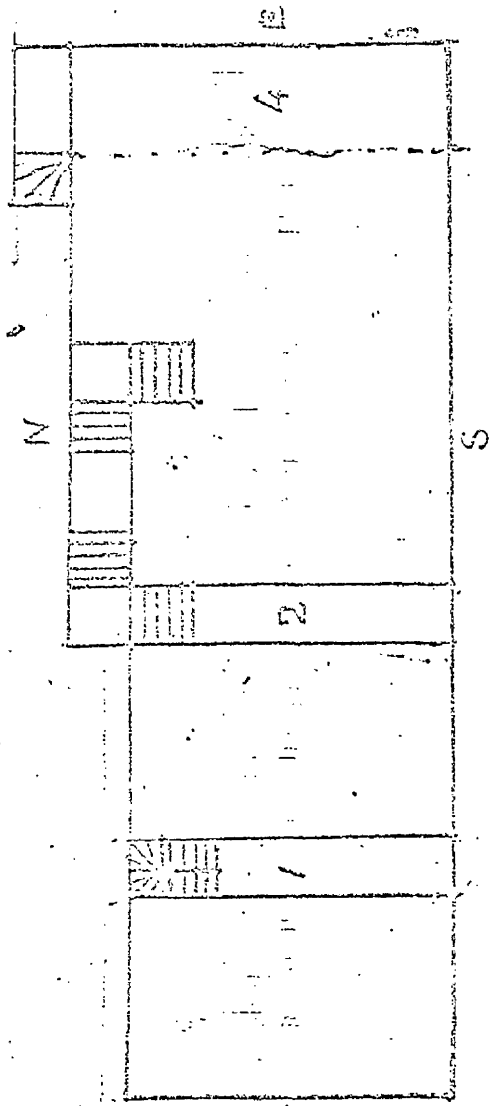
Fig. 26a. & 26b. Sketches copied with notes from the originals in the possession of Mr. Robert Edrison.

There is one other very important plan, that of the north-west corner of the warehouse, drawn by Philip Hardwick in 1834, pl.X. The importance of this sheet of drawings is that it records changes that were to be effected in that area and in doing so reflected changes that had been made at an unknown date on the small plot of land that John Rich had purchased from Tasburgh in 1715.⁵⁷ The drawing indicates old and new windows that were placed in both the western wall and the northern wall of the old playhouse thus allowing a clearer impression of Barry's later plans as well as the possibility of relating details in that area to the Sun Fire Office plan.

The Copelands occupied both the warehouse and the house, No. 37 Portugal Row, until Aldn. William Copeland conveyed the whole property to the Royal College of Surgeons on 16 February 1848. Following the purchase by the College the old theatre was demolished.

When the college bought the building the only parts of the theatre that remained were the outer walls built on an arched cellar, a large Queen Anne staircase, a saloon on the first floor, and an attic, lighted by windows in the roof, which had been probably the scene painting loft.

This description of the building prior to demolition comes from Timbs⁵⁸ upon whom D'Arcy Power depended when writing her article⁵⁹ in 1900. This late notice of the theatre may not be totally accurate but in its limited way details the existence of specific features that must be accounted for in the final reconstruction. Of special interest is the allusion to the Queen Anne staircase for there are two drawings in the collection of Mr Robert Eddison which, although anonymous and undated, claim to be authenticated sketches of the grand staircase that was 'the grace' of the ground floor entrance and continued to rise with equal splendour to the roof, figs.26a and b.⁶⁰



Chamber 1 was the gallery entry probably the Portico - 2 Box Entrance - this
 first landing supposed to be the Stage Level. The ceiling there the fact
 height 20' and 8' high. The third land into the Roof - the East
 most lower level the Stage end. There are a number of small Rooms
 above a few years ago there were some Porticoes on concrete
 on the walls - but so decayed were pulled down on 9 lbs
 work to make a wall a crowd for Porticoes for 50'. I observed the above
 the land is about 110 feet in length there there 29 yd.

There seem therefore to have been possibly three main periods during which alterations could have taken place; first the Banks conversion of 1757; secondly, Scrope may have made alterations the effect being set out in the 1794 lease to Spode. This document, however confusedly, fixes the state of the theatre at that date. Thirdly, those alterations effected by the Spode-Copeland partnership after 1802 which are finally reflected in the Barry survey of 1848. Because the W.P.L. note adds little to the information already produced above it will only be shown here in fig.27, but used in evidence whenever necessary. Taken together, this plan and the accompanying notes, reveal that not only was there little remaining of the theatre in 1823 or possibly 1831,⁶¹ but also that Spode could not give certain help to the writer.

From the details in the Barry plan, pl.XIa, it would seem that the Copelands swept away all the domestic accommodation that Banks had either built or adapted from the theatre, that is, that area in the western part of the warehouse that Scrope had originally leased to Spode. It is in this area that one might assume the saloon had been set. It is equally clear that in the eastern end of the building Scrope had either converted or retained Banks' introduction of stables and a coach house; they may well have been retained by Copeland. This is not definite for Barry's plan is at first floor level. However, the many illustrations of the building from this late period would suggest that this function was retained at ground level in the eastern wing of the warehouse down to 1806, pl.XXXIV.

Throughout the whole period the central body of the warehouse seems to have been used on all floors as large or partitioned storerooms, offices or display showrooms, pl.XXXIV and pls.XIa and XIb.

One of the major problems that arises is that of determining whether or not the floor levels that are shown in the Barry section of the warehouse are of post-1802 provenance or stem from an earlier period and possibly relate to the theatre. This matter affects the placing and/or any alterations to the staircase at every storey. There are staircases noted in the Sun Fire Office plan that do not correspond with the description in the 1794 deeds, neither are they present in the Barry plan. It will be noted that staircases occur in similar but not identical places in the W.P.L. note, fig.27.

Early floor levels and their related staircases are extremely difficult to assess from the plans, and indeed, the fenestration on the south side of the theatre affords little help, for in theatres floor levels are singularly difficult to read from the exterior as they are raked and accompanied by complex adjustments usually achieved by compensating steps. Additionally I believe that much of the familiar southern wall of the theatre was probably filled with blind windows and served, more than anything else, as a decorative screen front, thus presenting a fashionable stylish facade. Some of these 'windows' may have been opened once the building became a warehouse.

In addition to the difficulty raised above with regard to the floor levels and principal staircases, there are also the discrepancies between the statement of Timbs and the drawings of Barry which compound the problems. The evidence to be reconciled is that which is provided by the Eddison undated sketches, figs,26a and b; the Barry plans, pls.XIa and XIb, and what seems to be a sound record in Timbs of 'a large Queen Anne Staircase'.

First, Barry's drawing is the only unimpeachable evidence of the main staircase in 1848 when the College bought the building. Secondly,

one cannot be certain as to whether or not Timbs was familiar with either the staircase when it took the form in the Eddison drawing or that shown by Barry. There are considerable differences in these two staircases and, though the Barry drawing does bear some similarities with the staircase in the Sun Fire Office plan and the Eddison drawing, it is possible that the Eddison drawings come from an earlier date, i.e., before 1802, or the date of the insurance survey, 1806. On the other hand the accuracy of Timbs is to be doubted for he did not provide his sources and he was writing twenty-eight years after the building had been demolished. Gordon and D'Arcy are not supporting evidence for they merely lifted verbatim Timbs' description. My conclusion is that Timbs is unreliable, and that the Eddison drawings depict the original Queen Anne staircase that was 'the grace' of the entrance; the staircase extant in 1848 in the Barry drawing was a reconstruction of the original staircase, adapted to do duty in a reconstructed theatre. Two features confirm me in this opinion, first, the great window on each landing on the north side occurs not only in the deeds but also in both drawings of the whole structure; and secondly, it would not have been impossible to reconstruct the Eddison staircase when it was decided to divide the theatre internally, for access to the upper floors was initially reserved to those who leased or owned the western part of the warehouse and partitions were set up that would have required such a cannibalisation of the staircase. It should be noted how awkwardly the arch straddles the main staircase in the Sun Fire Office plan, though it is admitted that this may be due to the inexpert surveyor.

There is no evidence of a saloon on the first floor existing in 1848 that had any connection with the theatre. Indeed, it would be difficult to claim, for it was never mentioned in any title deed, that any part of the domestic accommodation in the western part of the theatre was derived

from a period of earlier glory. Such a chamber would, it is thought, have been noted in the lease to Spode in 1794, but there is at no date any reference to a saloon. One assumes that if there were a saloon it would have been in the western part of the building since all evidence points to the stage being in the east. From the 1794 deed one gains the impression that the first floor was divided in much the same manner as that shown in the ground floor plan from the Sun Fire Office, and from the number of doors that were glazed one infers that there was little natural light entering the building. If this were true the Barry plan indicates that further alterations had taken place by 1848 for all the small rooms in the west end on the first floor had been taken away to afford one vast room running the length of the building with another, though smaller, to the north side, running in the same direction. Fireplaces had been installed at all levels in such places as one might imagine previously the western box or pit promenade had been as well as half way up the rear wall over what had been the stage, and on the ground floor, another in a position that might have been centre stage. Some early illustrations show the stack to this system of flues.

With regard to Timbs' observation concerning 'an attic, lighted by windows in the roof, which had been probably the scene painting loft' there is nothing to contradict the statement and it is not other than one might have expected. This is also true for the comments found in the W.P.L. note, that

There are a number of small Rooms above and a few years ago there were some Portraits on canvas on the Walls - but so decayed were pulled down . . .⁶²

There are no lights shown in the Barry plan actually set in the roof but such windows are indicated in sketches of the south facade which might help date the point at which alterations were made. Again, from the Hardwick

plan of 1834 one is given a long rectangular window in the western wall at attic level, and two on the same level on the northern side.

The Barry section does not show an arched cellar but this need not be interpreted as a negation of the Timbs information. The sectional drawing passes through that part of the theatre that is thought to have been the pit area which would not be raised on an arched cellar if the depth to which the theatre was excavated was no deeper than the 9'5" indicated. This does not rule out the possibility of vaulted arched cellars at both ends of the theatre or beneath the pavement, for cellars in the latter position are mentioned by both Rich in his Complaint, 1733, and by Shepherd in his Answer, 1734.⁶³

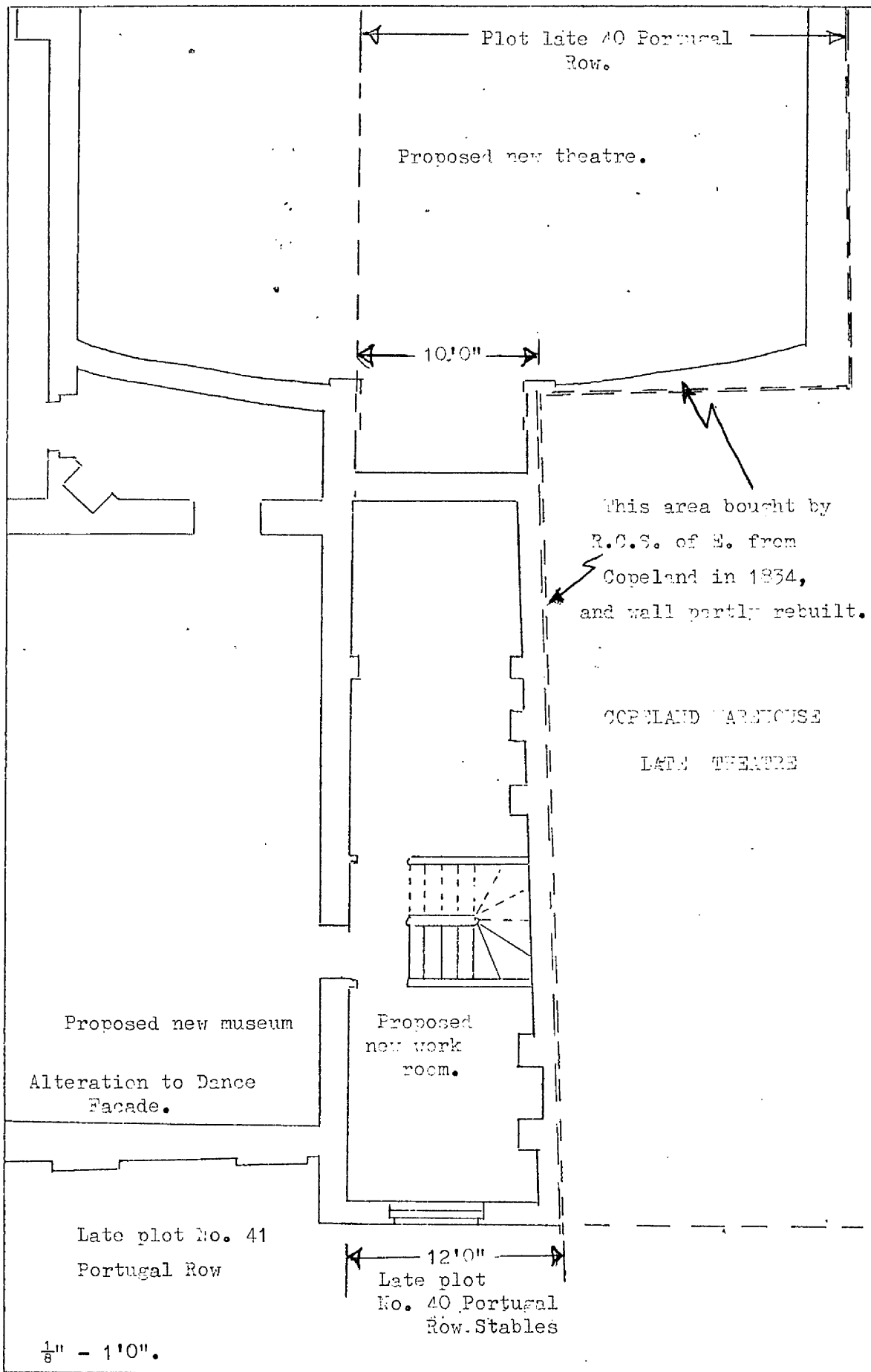
Related to the cellars but presumably in a more central area where the pit had stood there remained the original walls that surrounded the pit. It was during the demolition that when more recent partitions were removed there was discovered an original doorway over which there was an alcove in which was recovered, though damaged, a terra cotta bust of Jonson. This piece has been lost but a companion, that of Shakespeare, is now the property of the Garrick Club.⁶⁴ No reference has been found to any other internal decorative feature remaining down to 1848.

A further adjustment to the Barry plan is the removal of the fireplaces. Reference has already been made to the two fireplaces situated in the eastern and western sides of the warehouse. On the western side in the Hardwick elevation, pl.X, the chimney stack has five pots suggesting that there was a fireplace on each level from basement to attic. The same may well have been true on the east side. These hearths, it is suggested were introduced when the theatre became converted to domestic and other commercial functions. The remaining collection of fireplaces that has to be erased is that at the west end of the north wall. In the Hardwick drawing there are three pots to this stack. The fireplaces are referred to in the 1794 lease and although the fire insurance plan omits them the

reason might be that the surveyor was confused in this area as may be deduced from his representation of the flight of stairs in this quarter. The impression gained from a comparison of all the drawings is that this flue was set up, probably as early as 1758, in the now disused staircase that had been built on the extra piece of land bought from Tasburgh. For some unknown reason the land was never reclaimed by Tasburgh's heirs and it was a section of that plot that the R.C.S. was concerned to acquire when they commissioned Hardwick to carry out the survey that gave rise to the drawing, pl.X. This was to allow the completion of the Barry extension to the College as set out in the 1833 plans, pl.IXa.

This drawing also makes reference to old windows that would have to be blocked up and they will be taken into account in the reconstruction which follows.

Changes other than those recorded in the Hardwick and Barry plans for the north west corner occurred on the north side of the theatre. A comparison between the Sun Fire Office plan and the Barry 1848 plan reveals that the Copelands had reorganised the sanitary arrangements and the general use of the yard on this northern side that had once been the means of entrance to the theatre through No. 38 Portugal Row. However, apart from the redeployment of this yard, the returning of the passageway to its owners, and the bridge over the rear yard to link the warehouse with No. 37 Portugal Row, very little seems to have been done that would alter the basic structure of the original building. Even with the extant plans and descriptions of the north side, of the dressing rooms that became a flat or house linked to No. 37 Portugal Row, little can be said with any certainty. That the dressing room block was on four floors with windows on the eastern side and a fireplace on the western side of every room on each floor is very likely. If there were an alteration effected



Royal College of Surgeons of England, Proposed rebuilding, in 1833, traced from plans by Charles Barry 16 Dec 1833.

by the Copelands when they yoked this block with their Portugal Row house, it is suggested that they hacked away a considerable amount of brickwork from the northern leg of the very thick internal wall when they bridged the gap over the yard. Some support for this suggestion may be found in the manner in which the roofing of this part of the building was carried out, pl.XIc.

On both the east and west sides the Barry plan, pl.XIa, shows that no large scale alterations had taken place to the main fabric of the building since it had been built. On the east side there is the probability that the window was an addition once the theatre ceased to function. It is highly unlikely that it was in the original construction. The only other addition on this side of the building is that of the fireplaces and that has already been touched upon above. Moving to the west side the only alterations that are certain are those that are noted in the Hardwick drawing of 1834 which help to explain the state of that side of the theatre before the Barry development according to the 1833 plans by Barry proceeded. What is made clear in pl.IXa is that on the removal of the coach house and stables to No. 40 Portugal Row, the Barry extension shared the western wall of the warehouse in common. Whether or not there were other round headed windows on that side of the theatre as shown in the Hardwick elevation is not certain. The position of the single window does suggest that there might have been three, but on the other hand the position of the flue in this wall, according to its date of introduction, would have prevented such a design. Additionally, there is no record in the correspondence between the College and Copelands with regard to the Barry extension taking the light of the warehouse, fig.28.

The south side of the warehouse is shown in the Barry elevation pl.XId, and in many illustrations of the theatre once it had become a warehouse. There is only one illustration of the exterior, south side,

from the time when it operated as a theatre and that is the partial rendering by Hogarth, pl.XXXIII. There had been a more elaborate central entrance, it is thought, which only remained in the form of the mutilated porch in the centre of the facade.⁶⁵ The entrances on the eastern end have already been touched upon above when the stables and coach house section was discussed. These entrances cannot be considered with any certainty as post theatre alterations. The doorways to the warehouse on the western end of the front can be related to the state of the building when it had been converted to domestic purposes but whether or not that conversion was carried out with regard to already existing doorways is similarly undocumented. The only qualifying note to be introduced in this area is that drawn from the Hogarth engraving in which the audience is seen to be entering through a rusticated archway which bears every resemblance to that shown frequently in later drawings. This archway may have been subsequently blocked up as all other drawings of this show. I think it is possible that the original entrance, or one of the original entrances, was that shown by Hogarth and that when the building was converted this arch was blocked up, a window set up in its place and the entrance to that part of the building that seems to have been primarily domestic, was through a more modest door that is represented in the later drawings and water colours bearing the label 'Spode'.

Notes, pp. 144-188.

- 1 Contemporary reports, The Weekly Packet, 18 Dec 1714,
The Patentee had 'been at vast Expense to make this Theatre
as convenient for the Reception of an Audience as any one
can possibly be.'
J.H. Wilson, 'Theatre Notes from the Newdigate Newsletters',
T.N., vol.XV, No. 3, 1961, p. 83, entry for 18 Dec 1714,
This day opened the New Playhouse in Lincoln's Inn Fields,
they stile themselves the comedians under the letters patent
of the late King Charles II. The House is the finest and
most Convenient of any ever Erected here. His Majesty was
this Evening at the opera and the Prince and Princess at the
Theatre in Drury Lane.
C. Gordon, Old Time Aldwych, Kingsway and Neighbourhood, 1903, p. 335.
John Rich 'opened the theatre on 18 December 1714 and spoke
the prologue of the opening play (Farquhar's Recruiting Officer)
dressed in mourning', quoting from Davies, Dramatic Miscellanies,
1784.
G. Barlow, 'A First Night Prologue for the New Theatre in Lincoln's
Inn Fields', T.N., vol. (~~awaiting publication~~).
xxxviii, No. 2, 1984 pp. 51-3.
- 2 infra, pp. 309-310 Queen's Theatre in the Haymarket.
- 3 R.C.S. of E., indenture, 12 and 13 Oct. 1753, (App. p. 130).
refers to indenture 5 Dec 1705 lease to W. Penkethman and confirms
the conveyance of Sir Thomas Reeve's (I) d. 1737, moiety via his
trustee James Mead to Edmund Browne as trustee for James Mead and
John Locke who are trustees for Sir Thomas Reeve (II).
- 4 W.P.L., Churchwardens' and Overseers' Accounts, B. 35/A135.
- 5 Repercussions of the Union Order, related matters are recorded and
documented in,
J. Milhous, Thomas Betterton and the Management of Lincoln's Inn
Fields 1695-1708, 1979, pp. 207-221.
J. Milhous and R. Hume, Vice Chamberlain Coke's Theatrical Papers,
1982, pp. 116-118, 123-126, et passim p. 146.
'The Silencing of Drury Lane in 1709, Theatre Journal,
1980.
- 6 Cibber, op. cit., vol.II, p. 100.
- 7 Horatio Moore II, d. 9 Feb 1708, PROB 6/86, f.166, P.C.C. Admins,
1710 (August).

- ⁸ R.C.S. of E., indenture, 30 May 1776, referring to the indenture of 6 Dec 1705, Moore II to Hiccocks the Moore moiety, that moiety to Joshua Peart.
- ⁹ P.R.O., C33/276/701, the ruling of which was that the litigants should resolve the problem amongst themselves; that resolution appears in the manner in which Sir Edward Abney Kt and William Masemore acquired No. 40 Portugal Row, 28-9 Dec 1692. This indenture is in the keeping of the Royal College of Surgeons of England.
- ¹⁰ B.M., Add. Ch. 9303, 3 Sept 1714, cites indenture of Lease of theatre by Anne Reeve, Deodatus Champion and Thomas Reeve to Christopher Rich and Rupert Clarke, 31 Aug 1714.
- ¹¹ Rich Account books, B.M., Egerton 2265 & 2266, 1724-1727.

8 Feb 1724/5, Paid Mr William Welshman in full Balance of
Ground Rent for Mr Champion's moiety Dec to Xmas last - £79. 12s 1d.

23 Sept 1724, Daily rent charge, theatre, £3. 12s 0d.
Chocolate Rooms 8s 0d.

9 Sept 1726, Daily rent charge, theatre £4. 12s 0d.
Chocolate Rooms 8s.0d.
- ¹² R.C.S. of E., indenture 30 May 1776, (App. p. 131).
John Welchman at his death 1773 owned half the Moore II moiety.
- ¹³ Schedule of Title Deeds etc. relating to the premises purchased of Mr. Aldn. Copeland by the Royal College of Surgeons of England, Appendix, pp. 123-128.
- ¹⁴ R.C.S. of E., 23 & 24 June 1783, indenture tidying up conveyance of the warehouse/theatre to Joshua Peart prior transactions of 22 & 24 June 1782 left uncompleted due to the death of Dame Reeve Feb 1783 who died intestate. (App. p. 133)
- ¹⁵ R.C.S. of E., indenture 26 & 27 Feb 1802, (App. p. 145).
Joshua Scrope conveyed freehold of the warehouse to Josiah Spode.
- ¹⁶ R.C.S. of E., 16 Feb 1848, conveyance of warehouse and 37 Lincoln's Inn Fields from Aldn. W. Copeland to the R.C.S. of E. (App. pp. 146-8).
- ¹⁷ B.M. , Add. Ch. 9303, see Appendix, p. 108.
- ¹⁸ Cibber, op. cit., vol.II, p. 100.

19 G.L.C., M.L.R., 1712/6/111. (App. p. 105).

20 *ibid.*, M.L.R., 1715/2/1. (App. p. 106).

21 *ibid.*, M.L.R., 1715/2/2. (App. p. 106)

22 *ibid.*, M.L.R., 1712/5/113. (App. p. 105)

23 Press Comments:

Typical of such deceptive press notices, which, without adequate support from other sources, it would be dangerous to accept on their face value, are those found in the Daily Courant. The first of these advertisements is dated 7 Sept 1708,

The playhouse in Little Lincoln's Inn Fields is to be Let
for a Tennis Court or for any other use, (except a Playhouse),
Enquire of Mr John Hall next Door to the Sign of the Angel
in Little Russell street.

Plausible as this notice might seem the lease of the theatre was held at this time by Penkethman and Rich. In that year Rich paid the rates and these were regularly paid thereafter by him. Since the reason for Rich's interest in the theatre is unknown - except that he currently held the monopoly of alternative theatres and no alterations had yet been made to the Queen's Theatre - it would be difficult to suggest a reason for Rich wishing to relinquish control of the building. Sawyer deduced that the Lord Chamberlain had prohibited its use as a playhouse from the parenthetical '(except a Playhouse)'. It is unlikely that the moiety holders had any longer an interest in tennis or would have been prepared to gut the old building once again to its former shell so that it could revert to a tennis court. On the other hand it is certain that the Queen's Theatre and the Theatre Royal were still in an unsettled state and their functions misapplied. Rich had not yet been evicted from the Theatre Royal but he was not the most popular theatre manager. Additionally the Drury Lane shareholders were not enamoured of the manner in which they considered themselves robbed of their dividends. In this prevailing atmosphere, which showed no signs of abating, one cannot imagine Rich had any intention of releasing control of any part of London's theatrical machinery.

A more obvious satirical puff was published 12 Aug 1709 in the Daily Courant,

Any persons who have a mind to be concerned in or to rent the playhouse in Little Lincoln's Inn Fields are desired to meet Mr Porcino and Mr Sniff at Nando's Coffeehouse within Temple Bar, upon Tuesday next the 16th instant, at 4 o'clock in the afternoon; who will be there to make very reasonable proposals relating to the said house, which may be seen in the meantime. Inquire of Mr Colley, next door to the Scowerers under the said house, or at the Magpy.

It is difficult to believe in the characters involved, or to accept them or the whole advertisement as other than a mocking of Rich with a parody of the previous day's genuine advertisement announcing a meeting called by Swiney to meet the Drury Lane owners. Their theatre had been silenced since 6 June. Rich had probably removed their scenery by that time and perhaps stored it in Lincoln's Inn Fields. Twelve weeks or so were to pass before William Collier forcibly gained access to the theatre on 22 November.

Of the same category of rumour is the notice of John Downes', in The Tatler, No. 193, 1 July, 1710, in a postscript stated that he was,

credibly informed, that they design a New House in Lincoln's Inn Field, near the Popish Chapel, to be ready by Michaelmas [29 Sept] next; which indeed is but repairing an old one that has already failed.

- 24 R.C.S. of E., Deeds of 39 Lincoln's Inn Fields, (Parcel D), 29 Nov 1714, Articles of Agreement between Henry Tasburgh and John Rich and Christopher Mosyer Rich, 9 June 1715, conveyance of plot subject to above agreement. Appendix, p. 120.
- 25 In this part of the reconstruction of the site the basic plan used in part I, i.e., O.S. 1874, for the figures has been supplemented by Barry's 1848 survey of the Warehouse and 37 Lincoln's Inn Fields.
- 26 Plan redrawn from the Hardwick plan, 1834, pl.X, and the Barry survey plans, pl.XI, 1848.
- 27 Christopher Rich, Will, 3 Nov 1714,
PROB 11/541, f.228, P.C.C. 228 Aston, proved 26 Nov 1714 by John Rich and Christopher Mosyer Rich.
- 28 Paul Sawyer, The New Theatre in Lincoln's Inn Fields, 1979, pp. 12-20.
- 29 Plates, showing projection of the theatre on the south side, Map, Rocque, 1746, pl.VII; plans, Barry, 1833, pl.IXa and 1848, pl.XIa; and sketches, pls.XIII and XIV.
- 30 R.C.S. of E., indenture 26 & 27 Feb 1802,
Joshua Scrope conveys to Josiah Spode both the warehouse and 37 Lincoln's Inn Field. Appendix, p. 145.

The precise nature of the bridge is shown in the Barry plans, pl.XI. But there is the note of some covered way in the 1806 plan by the Sun Fire Office surveyor. At what date, and by whom the construction shown in the 1848 plans was carried out is not certain.

- ³¹ R.C.S. of E., indenture of lease, 25 June 1794, (App. pp. 135-144).
 Joshua Scrope to Josiah Spode.
 Joshua Scrope leased only part of the warehouse to Josiah Spode in 1794.
 P. Sawyer, The New Theatre in Lincoln's Inn Fields, p. 13 & p. 26, refers to another indenture of this same deed, W.P.L., Deed 114/1/1794, stating that this transaction was first a sale, p. 13, and a lease, p. 26. He appears to have misread the document. The 1794 indenture is for the lease of part of the warehouse. Scrope retained part for his own use. Nearly a year later, 25 May 1795, (R.C.S. of E., 37 Lincoln's Inn Fields), Scrope leased in addition to Spode the previous exception from the warehouse as well as the house, 37 Lincoln's Inn Fields. (Sawyer was not to know that Scrope was formerly Peart).
- ³² Cf. fig.23 and Barry plan, pl.XIa.
- ³³ R.C.S. of E., indenture 12 Oct 1753, Mead to Browne, Appendix, p.130.
- ³⁴ *ibid.*, indenture 23 & 24 June 1783, Reeve to Peart, Appendix, p.133.
 The Reeve moiety to Peart/Scrope.
- ³⁵ *ibid.*, indenture 13 & 14 July 1789,
 Darby paid debts of Peart, i.e., Peart mortgaged to Darby.
- ³⁶ *ibid.*, indenture 26 & 27 Feb 1802, (App. p. 145).
 Scrope conveyed to Spode the warehouse and 37 Lincoln's Inn Fields. There is also following the indenture of 24 & 25 March 1802 which states that Spode has paid off the Scrope mortgage on both properties.
- ³⁷ *ibid.*, indenture 16 Feb 1848,
 Copeland conveyed to R.C.S. of E. both properties, the warehouse and 37 Lincoln's Inn Fields, Appendix, p.146.
- ³⁸ *ibid.*, indenture 28 Apr 1837,
 William N. Hamilton conveyed to R.C.S. of E. 38 Lincoln's Inn Fields.
- ³⁹ Hotson, *op. cit.*, p. 120.
- ⁴⁰ R.C.S. of E., indenture 16 Feb 1848, conveyance of warehouse and 37 Lincoln's Inn Fields to R.C.S. of E., item 40, Bundle 'E'.
 Appendix, p. 1A7.
- ⁴¹ W.P.L., St. Clement Danes Parish Rates, Shire Lane Ward, 1748,
 B 159/A38.

42 The London Stage, part 3, 1729-1747, ed. A.H. Scouten.

43 The General Advertiser, 7 Oct 1745.

44 Sawyer, op. cit., pp. 24-25.

About One in the Morning, a Detachment of the third Regiment of Foot-Guards, under the command of Lord Charles Hay, and several Officers, consisting of upwards of 100 Men, march'd from the Palace to Lincoln's Inn Fields Playhouse; and a Party of the same Number was to mount Guard there every Day till further Orders, to be ready to quell any Disturbances that may happen from the Adherents of the Pretender.

A further advertisement explained that,

On Sunday morning early a party of Guards were detached from Whitehall to the New Playhouse in Lincoln's Inn Fields, of which they took possession; and soon after it was rumoured that his Majesty's Principal Secretaries of State had received intelligence that a great quantity of ammunition and arms were secreted there for the use of the Pretenders and his Adherents; but whether they were found we know not; however a company of the 2nd regiment were on duty there that night. Penny London Post, 7-9 Oct 1745.

The London Stage, part 3, xxvii, notes that,

Rich, owner of the vacant playhouse at Lincoln's Inn Fields, loaned it to the Government as a garrison quarter for London.

45 R.C.S. of E., 'Historical Cuttings', p. 26.

46 C.W. Heckethorn, Lincoln's Inn Fields, 1896, p. 156.

47 E.B. Chancellor, The Romance of Lincoln's Inn Fields, 1932, p. 203.

Sawyer, op. cit., p. 25, notes this incident but doubting his source quotes, H.B. Wheatley, London Past and Present, 1891, vol.II, pp. 397-98.

48 The Garrick Club, MS in 'Playhouses, theatres and other places of public Amusement in London etc.', vol.II, p. 90.

49 For riots on the London stage see,

Sir St. Vincent Troubridge, 'Theatre Riots in London', Studies in English Theatre in Memory of Gabrielle Enthoven, 1952, pp. 84-97. L.S., part 4, pp. lxi, clxxxvi, and pp. 89-91.

Duke of Devonshire Lib. Chatsworth, Rich Register 1750-1773.

Note 1762/3, A Great riot at Covent Garden Theatre Last Feb. by Reason the Audience call'd out for a Farce every night after the Play. Five nights no plays Acted.

- 50 W.P.L., St. Clement Danes Parish Rate Books, Shire Lane Ward, 1756, B54/A49.
 R.V. £100 John Bank Empty Ass'd, £3. 0. 0. Rec'd, £3.
 Poor Relief Rate, 12 May 1757, B171/A38.
 To be raised
 to £200 John Bank Paid £4. 5. 0.
 £ 60
 B173/A38 1758
 £200 £9. 3. 4. (Warehouse)
 struck out and Charles Smith & Co. Paid
 £150 inserted £5. 0. 0. (Flat)
- 51 R.C.S. of E., Indenture 24 June 1758.
 Lease between (1) John Locke (2) Sir Thomas Reeve et al. and
 (3) John Trotter, George Smith, Bradshaw & Charles Smith.
- 52 Garrick Club MS., op. cit.
- 53 R.C.S. of E., Leases between 1758 & 1794, and the occupiers of the
 warehouse/theatre.
 24 June 1758, Joshua Peart, Edmund Estcourt, John Trotter,
 George Smith, Bradshaw & Charles Smith.
 30 May 1776, Peart, Estcourt, Trotter, Smith, Bradshaw &
 Smith.
 1 June 1782, Peart, Estcourt, Millar, Pike, Foulkes &
 Bowles; Messrs Turner and Gallimore, Harris,
 Garth, Trotter, Smith, Bradshaw & Smith.
 23 June 1783, Peart, Estcourt, Miller, Pike, Foulkes & Bowles;
 Messrs Turner & Gallimore, Harris, Garth & Trotter.
 Down to
 25 June 1794, Peart, Thomas Turner & Shore,
 Mr John Millar Attorney used as a clerk's office
 now Society for the Improvement of Naval Architecture.
 Other areas now Messrs Stevenson.
- 54 J. Timbs, Curiosities of London, 1876, p. 54.
- 55 R.C.S. of E., Indenture 1 June 1782. (App. p. 132).
- 56 *ibid.*, Indenture 25 May 1795. (App. p. 135).
- 57 R.C.S. of E., Tasburgh - Rich Agreement, 29 Nov 1714 and 9 June 1715.
 (App. p. 120).

- 58 J. Timbs, op. cit., p. 688.
Charles Gordon, Old Times Aldwych, Kingsway and Neighbourhood, 1903, p. 336, recites Timbs' note.
- 59 M. D'Arcy Power, 'The Centenary of the Royal College of Surgeons of England', The Physician and Surgeon, vol.I, 1900, p. 1054.
- 60 Robert Eddison, Private collection, figs.26a and b, note over sketch, Lincoln's Inn Fields Theatre Staircase. These sketches were purchased at Mr Burn's sale and are reliable.
- 61 The alternative dating 1823 or 1831 recognises that the reckoning could have been from either the year of the first lease 1794, or the year of purchase, 1802.
W.P.L., 'Theatre Royal Lincoln's Inn Fields Collection', p. 23.
The notes accompanying the plan are as follows,
I think 1 was the Gallery entrance perhaps the pit also -
2 Box Entrance - the first landing supposed to be the Stage Level.
The Ceiling there 14 feet high 2 landing 8 feet high the third landing into the Roof - the East must have been the stage end.
There are a number of small Rooms above and a few years ago there were some Portraits on canvas on the Walls - but so decayed were pulled down - on 9 Dec went to Spode about a drawing for Pantomime for DL and obtained the above the building about 110 feet in length Spode there 29 years.
- 62 *ibid.*
- 63 P.R.O., C11/2662/1, Complaint, 15 Mar 1733: Answer, 3 May 1734.
- 64 R.C.S. of E., 'Historical Cuttings', p. 38,
A Manuscript noting that,
When the china warehouse of Messrs Spode and Copeland was purchased . . . on taking the warehouse down parts of the old walls of the Lincoln's Inn Fields Theatre were discovered and in a recess over the box entrance was found a terra cotta bust of Shakespeare, down the Pit entrance one of Ben Jonson - the latter was unfortunately destroyed - the former however was preserved entire and became the property of the late Duke of Devonshire who gave £150 to the College for it and whilst President of the Garrick Club presented it to that institution.
see also note in Heckethorn, op. cit., p. 156.
- 65 Pls.IXd, XII, XIII, XIV & XVIa; also noted in R.C.S. of E. indenture 16 Feb 1848, Copeland to R.C.S. of E. as the 'shed on the south side'.
(App.p. 146-7).

Lincoln's Inn Fields III

Reconstruction of The New Theatre

or

The Brittish Theatre in Lincoln's Inn Fields

Christopher Rich, builder and financier

Before entering upon an involved reconstruction of Christopher Rich's New Theatre in Lincoln's Inn Fields the uncertainty concerning its architect must be discussed. There has been the assumption, presumably based on the later collaboration of John Rich and Edward Shepherd when the former extended his interests and moved to the new theatre in Covent Garden in 1732, that John Rich resorted to the man he knew, an architect his father had employed and one therefore who had experience in designing a building that presented problems not found in the normal course of an architect's experience. Since the Restoration only three purpose built theatres had been constructed; the third only five or six years earlier, the Queen's, that was widely held to have been an expensive mistake. The other two, both of which Christopher Rich had intimate knowledge, were the Theatre Royal Drury Lane, built in 1674, and Dorset Garden, built for ~~the Duke's Company~~ in 1671 and now, 1709, it was demolished.

Little is known for certain of the Drury Lane theatre and yet it would be difficult to maintain other than that Rich wished to build LIF III with all the benefits of the Theatre Royal and none of its defects. One is of course concerned here with problems regarding architectural influences. Unfortunately knowing nothing for certain about Drury Lane at that time, one cannot make those necessary comparisons that would be useful either in the reconstruction of LIF III or in the developing of theories about the evolution of eighteenth century theatre architecture.

What little is known about LIF III does suggest that Christopher Rich rejected Vanbrugh's notions of what a theatre should be. This turns one back to Drury Lane and Dorset Garden, both of which are the subject

of controversy. Consequently it would be unwise to raise the reconstruction of the LIF III on the uncertain foundations of speculations regarding those two theatres. Precedent therefore cannot be depended upon in this case. Equally dangerous, it might be argued, would be too heavy a reliance on its successors, that theatre built in the Great Hall at Hampton Court Palace, 1718, and those theatres that were built by Shepherd, one for John Rich, Covent Garden 1732, and the other at about the same time for Giffard in Goodman's Fields.¹ In the case of Covent Garden it could be claimed that Rich demanded of Shepherd a bigger and better LIF III and that Shepherd studied LIF III in order to satisfy his patron, and when commissioned to build Goodman's Fields on a site as similarly limited in scope as that in Portugal Street, Shepherd immediately employed all he had learnt fifteen years earlier. But there are obvious similarities in both Covent Garden and Goodman's Fields and what seems called for in the reconstruction of LIF III. One may be accused of working backwards without sufficient authority but on this particular point, one can turn for support to the documents arising out of the 1733 controversy between Rich and Shepherd concerning the defects in the building of Covent Garden.²

These documents refer back constantly to LIF III as the exemplum for both Parties and consequently describe that theatre in some detail, pointing out differences between Covent Garden and LIF III. On these grounds the Bills in the case are of importance but although Shepherd refers to LIF III as his guideline in his defence, to deduce from his argument any proprietorial feelings he might have felt regarding LIF III is to offer a very subjective reading of the documents. One cannot press from the Complaint or Answer a categorical assertion that Edward Shepherd was responsible for, even in partnership, the theatre in Lincoln's Inn Fields.³

Claims that are made in favour of the attribution of LIF III to Edward Shepherd are primarily due it seems to information provided by Robert Wilkinson in Londina Illustrata, 1825, which has been subsequently plundered by many nineteenth century local historians who took over much of his material as well as his errors and inconsistencies. Wilkinson was probably never more confused than when trying to make sense of the history of London theatres.

If it is accepted that Christopher Rich had time to consider and to learn the architectural hack work as he went, it is feasible that he did it all himself, providing that he employed an experienced draughtsman and builder. Two documents lend weight to the probability that Rich's builder-bricklayer was a man named Evans who was partnered by another bricklayer one Boswell. First, the Rich-Tasburgh agreement of 1714⁴ states that the extension to be built on the lately acquired land was to project about two feet four inches at the height of ten foot. Rich was to build a 'Handsome coveing under such projection and paint such coveing prettily as Mr Boswell and Mr Evans bricklayers shall direct'. Several years later when John Rich was attempting to recover a certain amount of money which he claimed to have overpaid to Evans, it is clear that Evans had been involved in building activities about the theatre for many years and, on the evidence offered above, from its very foundation.⁵ The amount that the Riches had originally owed Evans would suggest that they were paying for more than odd repair work about the theatre. They had entered into a bond to pay Evans by way of setting over to him the rents of certain houses until the debt had been settled.

But Shepherd's name is not mentioned. A bricklayer directed the work, not a plasterer-surveyor or architect. Perhaps Rich built the theatre with the expertise of John Evans and Boswell. Perhaps Rich

instructed Shepherd who contracted Evans to build the theatre. Until definite proof comes to light it might be more accurate to use the phrase 'built by Rich' to mean that both the designing and financing was at the direction of Christopher Rich.

The exterior and the entrances on the south side, Portugal Street

The facade on Portugal Street, unlike any other theatre at that time - with the exception of the now defunct Dorset Garden theatre - had an exposed front which allowed its architect to give it an imposing appearance. Both Drury Lane and the Queen's were surrounded on all sides; Vanbrugh could only build his Piazza on the Haymarket to advertise the splendours that were within.

At the very outset there is the basic problem of relating the graphic representations of the exterior of the theatre to those of the interior, and relating them in turn to supporting literary descriptions. The difficulty arises because the external features of theatres do not necessarily, as is more usual in other forms of architecture, relate to the functions of the interior. I refer particularly to the guidance that might be afforded by floor levels, fenestration and doorways, not forgetting that the roof and chimneys also reflect important internal details. Although the exterior was most frequently represented in late eighteenth century and early nineteenth century sketches, they do not show great changes in the facade. There are changes indicated in the roof details but, however unreliable they may be, unfortunately not all of these details can with any certainty be related back to 1714 or even 1753.

Having recalled this obvious and general hazard elaborated upon above, one can turn attention to the reconstruction of the theatre, starting on the outside and then moving inside according to the needs

of the argument, but at the same time drawing together the whole building and relating the various parts one to the other. All references will be made to the reconstruction plan and elevations, figs. 29, 30 and 31. (Box, vol. II).

The interior of the theatre will be divided into three parts, paying attention first to the auditorium, and secondly to the proscenium arch which links the auditorium to the third element, the stage; although it will not always be possible, nor indeed desirable at all times to keep the three areas distinctly separate in the discussion.

There is nothing vestigial in the Barry drawings of 1848 or the Sun Fire Office plans, 1806, pls.XIa, XIb, XIc, XIId and XXXIV to suggest the point at which the line dividing the stage from the auditorium was struck. The symmetry of the Portugal Street facade does not help to distinguish the internal disposition of its parts. With regard to the Portugal Street elevation, pl.XIId, the information supplied is only partially helpful. The problem is that of identifying the entrances to the stage and the auditorium. The sketches of the theatre after 1756, the earliest 1795, pl.XII, show a doorway at the extreme east end, moving west the next bay also shows a doorway, the centre bay sports a more imposing portal, the next bay a domestic front door, and finally the west bay, a window where one might expect another door to correspond with that on the extreme eastern end. At this point speculation enters into the reconstruction and the following suggestions are made and indicated on the reconstruction plan, fig.29.

First, the eastern doorway was, it is proposed, the original stage entrance on to Portugal Street, not to be confused with the stage-door which was on the north side. The architectural styling of the freestone decoration and the importance given to this end of the building suggests

that it was conceived in the original design. Moving immediately to the western end of the building the window seen in the archway is, I think, a modification effected in 1756 when that part of the theatre became converted to domestic quarters. The structure of the building and its symmetry strongly urge this approach. In place of this window therefore I suggest another doorway and that would do duty as an entrance for patrons proceeding to the upper reaches of the auditorium and the pit. This leads one to conclude that the auditorium was in the western end of the theatre and the stage in the east. Hogarth's engraving, 'The Bad Taste of the Town', pl.XXXIII, may be used as supporting evidence on this point.

It has been shown that earlier theatres on this site had the stage at the eastern end and it is suggested that Rich for similar reasons placed his stage in the same position. The proposal rests on two particulars other than precedent, first the relationship of the dressing rooms to the main shell of the building, and secondly, the manner in which the building was subsequently altered. There are also other supporting factors which are more or less useful, some possibly beg the question.

The most powerful argument for the eastern location is that the dressing rooms and managerial offices were all at the eastern end of the building, adjacent on the northern side. The earlier house on that part of the site had also done duty as dressing rooms and scene room on the lower level and consequently it is likely that this relationship was maintained. To have placed the stage at one end of the building and the dressing rooms at the other would not have been the action of a well experienced theatre man. With regard to the relationship of stage to dressing rooms in contemporary theatres attention is drawn to the plan of Vanbrugh's Queen's Theatre, in which one finds a similar placing of these

rooms, pl.XLIX. Shepherd's Covent Garden, before the alteration to be seen in Dumont's plan, pl.XLIV, had dressing rooms placed adjacent to the stage, and on the rather limited site in Goodman's Fields Shepherd built the dressing rooms to one side next to the stage, pl.XLV. The only variant in these theatres is that the dressing rooms were not always on what would be considered today as the traditional prompt side, for the site was not necessarily sympathetic to such subtlety.

When in later years LIF III was subjected to large scale alterations it seems that the western end was most amenable to adaptation to domestic purposes, giving three floors, which it is suggested were approximately the original landings of the circle levels related to the principal staircase, whereas the eastern part was used for stables and coach houses. When divided between Scrope and Spode it was mentioned that the dividing wall should be built to the roof.⁶ This surely could happen only in the stage area for there the possibility would exist to build a partition from stage to grid without having any intervening obstructions.

There is also evidence to be drawn from the placing of functional windows which are indicated in drawings and mentioned in the deeds, emphasising that there were several in the western and northern walls but none on the eastern wall. When considering similar features provided by sketches of the southern facade it will be realised that the symmetry of the design gives no help and it is suggested that those windows which were on the stage wall, which ever that was, were blind and only built into the facade to give it a handsome unified appearance; to have had them all practicable would have been a positive nuisance.⁷ An interesting comparison is afforded by the side wall on the street that Shepherd designed for Giffard in Goodman's Fields. This presents a much more economical design which really does show its internal structure from the outside. Clearly, in that instance

Shepherd was not concerned with trying to impress the audience attending the theatre that they were entering anything less than a theatre, but Goodman's Fields was not Lincoln's Inn Fields.

Additionally persuasive is the evidence from Hogarth's engraving of the exterior of the theatre, 'The Bad Taste of the Town', Feb. 1723/4. Admittedly he could have juxtaposed the east and west ends of LIF III to satisfy his own compositional values but this is arguable. Pl.XXXIII shows the Queen's Theatre to the left and LIF III on the right. With regard to the Queen's Theatre, this is a fairly accurate rendering of the Piazza as seen looking up the Haymarket towards Piccadilly, the theatre would be on one's left; looking up Portugal Street in a westerly direction the theatre was on the right and Hogarth shows what appears to be a doorway into the projecting bay at that end. The drawing shows the same details as those sketched by artists later in the eighteenth and nineteenth centuries. It is therefore claimed that the window in the rusticated archway after 1795 was a late 18th century conversion, probably coming into existence about 1756 and that it replaced the doorway into the theatre shown by Hogarth when it was illuminated by two splendid lanterns. The two doorways in the receding bays might have been alterations perpetrated by later owners of the premises when it no longer functioned as a theatre. The door to the west, the domestic front door, may or may not have been particularly useful to the theatre for it is not far from the western door or that in the centre of the building, unless it was specifically used to segregate the audience. It was certainly the front door to the 'house' that was built into that end of the theatre later in the century. But the eastern doorway, a larger double door, would have been useful on to the stage for scenery and large properties, in other words, it may have been the theatre's dock-doors.⁸ Certainly they disturb the elegance of the design but, as will be realised, there was no possibility of providing

such an entrance on the northern side of the theatre and it was enclosed on the other two sides. This double door in the east end adds further weight to the theory that the stage was in the east and this was later taken advantage of by subsequent owners of the theatre when deciding on areas that could be easily converted into stables and coach house.

The principal and central doorway is considered to have been part of the original structure. The design seems to call for such a door in the centre of the projecting bay. When the building functioned as a theatre it is probable that this entrance, having more importance if not elegance, led into the pit and first circle of boxes from the Portugal Street side. It will be noted, of course, that there was a public entrance on the north side, the Portugal Row entrance, giving on to that side of the auditorium; this entrance will be discussed below.

Several documents describing the Portugal Street side of the building repeat that it had a 'shed' before the entrance, 'and the Shed theretofore used for a passage into the said Playhouse adjoining to the south side thereof'.⁹ All the extant drawings show more or less consistently the hoist hinged to the eastern edge of the doorway ready to unload and load Copeland's packing cases, but there is no sign of this 'shed'. The door is provided with a rather minimal arched porch or hood of meagre proportions which does not belong very happily to the building. It is probable that this hood is all that remains of a more elaborate porch which projected some few feet over the pavement to the road and this feature might have been deprecatingly described as a 'shed'. But there is no graphic evidence to help visualize this object mentioned in the indentures.

The plan shows the five doorways proposed on the south side, one at each end of the theatre in the projecting bays, that to the east on to the stage area and that west into the auditorium or rear foyer; between these in the centre a more imposing entrance into the pit and boxes; on either

side of that, to the west, possibly another entrance to the auditorium but not certain, and to the east a large double door giving on to the stage as a dock door.

On the basis of the evidence discussed above the stage has been placed at the east end of the building and the auditorium towards the western end and accordingly they are shown on the reconstruction plans.

The entrance on the north side

Advertisements like that appearing for Ferdinando, 9 February 1734, distinguished clearly between the entrances on the north and south for they suggested to the patrons that,

Coaches are desir'd to come on the Lincoln's Inn Fields side and Chairs on Carey Street side. It is desir'd that all Persons would be pleased to order their Coaches to wait within the Rails in Lincoln's Inn Fields, which will entirely prevent any stop at the Door of the Theatre.¹⁰

The passageway, 3'3" wide, that had previously allowed patrons to enter the tennis court and LIF I and LIF II, was maintained throughout the life of LIF III. No graphic evidence has been found of this entrance in Portugal Row.¹¹ The passage is shown in the figs. 18-20 drawn to represent the state of the site during the years 1714 down to 1744 during which time the building functioned as a theatre. It is also shown passing between No. 39 and No. 38 on the reconstruction plans as it enters the yard on the north side of the theatre. Reference was made to the passageway in an advertisement for Handel's Opera Company, 22 Nov. 1739, 'The passage from the fields to the House will be covered for the better conveniency' of the patrons.¹² Having negotiated this passage patrons passed a collection of outbuildings, w.c.s, a pump in the yard,¹³ and the miscellaneous huts, 'all those buildings or apartments theretofore used as sheds or shops or coffee houses'.¹⁴

The location of the main entrance on the north side into the theatre has been determined by reference to several factors. First, the projected

scope of the scene rooms and dressing room block to the east of the rear wall; secondly, the relationship of any entrance into the building with the main staircase well situated on the north side of the theatre; and thirdly, the relationship between all these parts, the scene room, the principal staircase, main entrance and the projected scale of the stage itself.

The Basement

The whole fabric was raised on an extensive basement. The full scope of the basement in 1848 was drawn by Barry, his section, pl.XIb, shows a basement running the whole breadth, and one assumes length, of the warehouse. The depth was 9'5". There are repeated references to this basement and cellars when the theatre operated as a warehouse.¹⁵ At times part of it was used by a carpenter, part as a private wine cellar,¹⁶ and at times it was leased to Meaux Brewery. The Sun Fire Office plan, 1806, indicates steps descending to it in the west end of the building. It is fairly safe to suggest therefore that the basement, though subject to some partitioning, existed in 1756; the date of the change of function from theatre to warehouse. Prior to that date there are several references to cellars which argue in support of accepting this basement as being the foundation upon which the theatre was built.¹⁷ It is thought unlikely that in spite of the alteration effected in 1756 further excavations on the site were undertaken.¹⁸

It was noted above with regard to LIF I and LIF II that it is probable that the original tennis court had a basement, not necessarily as considerable as that found in LIF III, but nevertheless a basement. Now it is suggested that in 1714 this was further excavated in every direction. In the Rich v. Shepherd Complaint and Answer concerning Covent Garden in 1733, one finds reference back to LIF III and its basement. Additionally it was noted that there were cellars not only under the theatre itself but also

beneath the street, Portugal Street.¹⁹

By reference to the basement attention is drawn to the possibility that the ground floor level given in the Barry plan was more or less the level of the stage in the up-stage area and of the rear auditorium foyer or passage leading to the first range of boxes, thus allowing the reconstruction of the pit to be placed below ground level and afford adequate space beneath the stage for any stage machinery that might be required. This would also provide access from beneath the stage to the orchestra pit. Support for this comes from contemporary practice at the Queen's Theatre, pl.XLIX; Drury Lane, pl.XXIX; and Covent Garden, pl.XLIV. This same ground floor level has been adopted in this reconstruction.

The Auditorium

The guiding principle determining the division of the house into auditorium and stage is that set out in the reconstruction of the first Lincoln's Inn theatre, i.e., that the width of the theatre determined the depth of the stage, thereafter the same dimension was applied to set the position of the boxes which was estimated from the location of the proscenium arch. The position of the proscenium arch on the stage is related to the depth of forestage required by a stage box and one door of entrance. This rule seems to have been adopted at the Queen's Theatre by Vanbrugh; at Covent Garden by Shepherd; at Hampton Court by Thornhill; and Drury Lane by 1748, and consider Goodman's Fields,²⁰ pls.XLIX, XLIV, XLIII and XLV respectively. At the same time consideration has been paid to the position of the dressing rooms and scene rooms, the main entrance with its principal staircase as well as the suggested entrance into the building from the Portugal Street side. Consequently the fore-stage has been drawn 43'6" off the eastern wall. This procedure also allows the maintenance of the strict geometric relationship between the audience in the centre box on

one side of the proscenium arch and, on the other, the perspective scenery.

The area devoted to the auditorium is therefore 43'6" wide by 64'9" long. Within this space are set up the pit, the boxes, middle gallery and gallery. The pit at basement level is surrounded by the ranges of boxes which have been organised in relation to the floor levels indicated by Barry. The adoption of these levels follows from the consideration that all alterations to the theatre maintained the staircase on the north side of the building in, more or less, its original state. That staircase related also to another built within the 1714 extension which in turn led on to the floors in the west end, all of which rose to equal heights, i.e., according to Barry and supported by the 1757 W.P.L. note,²¹ from ground storey to first floor, 12'1"; from first floor to the second or upper storey, 15'9"; and from upper storey to beneath the main joists, 7'9".

The reconstruction of the auditorium has been influenced by three main sources of information, first the Hogarth engraving, 'The Beggar's Opera Burlesqued'; secondly, estimations of seating capacity that have been deduced from the Rich Account books;²² and thirdly, the Bills in the case that Rich brought against Shepherd. These sources are supplemented by other contemporary records to fill in a more detailed picture.

The Pit

The raked pit measures approximately 32'0" deep from the forestage to the boxes and contains thirteen rows of benches, 10" benches with 1'3" spaces.²³ At the rear beneath the box fronts the bench is 1'6" deep to follow contemporary practice and allow a little ease. The benches follow the arc of the box front. An alternative to this styling would be to follow that adopted at Covent Garden and though the same arc would be used the

seats would be built in straight segmental sections. The same qualification could be applied throughout the whole reconstruction. The capacity, estimating 1'3" for each person, would be approximately 294, but additional seating could be provided if hinged seating were installed in the two aisles. This would allow a further 44 places, thus giving a maximum capacity of 338. It was these benches that were found removed and piled in the boxes in 1757 according to the Garrick/^{Club}MS.²⁴ Also noted in that memorandum was the orchestra pit. Here it is shown to be about 22'0" long and 4'0" at its widest point in the curving orchestra rail. The orchestra pit would have been reached from a doorway set in the fore-stage beneath stage level. The musicians' room might well have been under the stage at the rear. Access to the pit for the audience would have been up steps from the surrounding basement corridor through doors at the front of the pit beneath the second box on both sides, i.e., not the stage box but the next one moving into the house. The corridors, 2'3" wide, were approached from two directions. First, it is suggested, that having entered on the north side of the theatre access to the pit could have been gained by descending the staircase that was a continuation of the principal staircase which, from an entrance under the first landing at ground floor level, led to the basement. This is suggested by the Eddison sketch of the ground floor flight of steps, fig.26. The staircase has been reconstructed in the elevations of the north side of the theatre, figs.29 and 31. The second point at which descent to the pit corridor could have been made was in the north west corner of the auditorium. This would be of use to those entering the house through the rusticated arch on the Portugal Street side of the building.

The depth of the pit shown in the reconstruction is determined by two factors; first, the distance proper for boxes from the proscenium arch according to the theory developed above; and secondly, the estimated seating capacity according to interpretations of the Rich Account books.²⁵

The Boxes

The pit is surrounded by boxes set out in a fan shaped design. This style has been adopted after consideration of the alterations put in hand at the Queen's Theatre 1708/9, pl.XLIV, the subsequent development of Covent Garden, pl.XLIV, and remarks made in the Bills John Rich v. Edward Shepherd, the Goodman's Field Theatre and late plans of the Drury Lane theatre, 1775.

The main body of the boxes at the rear of the pit, the first row in the boxes set 43'6" from the proscenium arch, contains nine steps (4") in the 20'6" depth, with the possibility of a few 1'6" seats set against the rear wall between the doors. This would provide an approximate capacity of 270. The bench spacing here is the same as that in the pit. The only difference is that 1'6" has been allowed for each body rather than 1'3" everywhere else in the house except this first range of boxes and side boxes. Access to these boxes is through five doors in the rear partition. Set within the front row of benches rise six columns supporting the middle gallery. They are set at 7'0" centres. The height of this first range is 8'0" at the front. The area is partitioned into five sections.²⁶

Linking these boxes with the forestage boxes are four boxes on each side of the house. The columns dividing the boxes are at 7'0" centres and at the apron are 8'0" high. Two benches are possible in each of the first two boxes on each side close to the stage, but only one bench in those remaining towards the rear. This would provide a capacity of approximately 24 on each side. Not including the stage boxes therefore, the total capacity of the boxes is estimated at 318.

The boxes are approached at ground level. On the north side there might have been a partition separating the main foyer from the box corridor.

Through a doorway in this partition the audience could pass to the entrance door to their respective box on the north side, or continue along the 2'3" passage to the rear of the house and the doors set in the partition there. If necessary they could pass on round to the south side along a similar 2'3" passage way to the boxes on the south side.²⁷ Access to the boxes and the pit possibly could also be made through the principal porched entrance on Portugal Street.

Reference has been made above to the terra cotta busts of Shakespeare and Jonson and it is suggested that those busts were housed in recesses over the entrances to the boxes and pit entrance door respectively,²⁸ on the north side. It is also possible that there were similar recesses at every box entrance, each sporting the head of a playwright.

The decorative styling of the auditorium and ranges of boxes as drawn in the elevation, fig.30, is derived from Hogarth's engraving, 'The Beggar's Opera Burlesqued', pl.XXXVII. The argument for the acceptance of this drawing as a true representation of the interior of the theatre is set out below with the discussion of the forestage and proscenium arch after concluding the description of the remaining galleries.

The Middle Gallery

This tier follows the general lay-out of the boxes below and the reconstruction of this area is more clearly seen in the longitudinal section, fig.30. The side boxes in the middle gallery follow precisely those in the first range of boxes. The difference arises in the gallery at the rear of the auditorium. The depth of the gallery is 24'0", containing eleven rows of stepped benches which together with the boxes at that level provide seating for approximately 416. The benches and spaces are organised in the same manner as the pit, but here where the rake is increased, each range of benches is 1'0" higher than that before it, this

stepping would be assisted by 6" steps at every riser at either side of the gallery in a passageway at the wall.²⁹ This would also lead on into the boxes in the middle gallery. It is also suggested that access to the middle gallery would be possible from the main staircase on the north side, the staircase built into the Rich-Tasburgh extension, and the stairs in the north west corner at the rear of the auditorium. Again, as in the boxes below, the columns supporting the galleries pass through the front row of benches. In this range the columns give 8'0" head room at the front of the gallery.

The Upper Gallery

Proceeding up any of the staircases mentioned above one enters into the upper gallery. Due to limitations on the height of the building it is estimated that there could be no more than eight rows of benches contained in the 16'0" depth of the gallery. The benches here would be set out and raked in the same manner as below except that the stepping is increased to about 1'6", thus requiring an intermediate step of 9". Such a gallery could probably hold as many as 240, but whether or not the usual 48 could be pressed into the side boxes at this level, and still see the stage below, is another matter for the sightlines would have become more critical. However there would be space for accommodating at least 32 more patrons. The slips above, reached by a corridor from the gallery floor, would probably only give room for 32, giving a total capacity in the gallery and slips of, at the minimum, 272 plus 32, 304. There could on occasions be a few more pressed into this area on popular nights.

The front of house ranges of boxes, galleries and pit, along with the staircases that served them as described above, will now be related to the central dividing feature between the auditorium and upstage area, the fore-stage, its proscenium arch and stage boxes with their balconies, which have determined the style and to some extent the proportion of those parts of the house considered above.

The Proscenium Arch, Stage Boxes and Balconies, and the Forestage

Discussing the interior and proscenium arch of LIF III, in the light of the various versions of 'The Beggar's Opera', Sawyer, the most recent commentator on the theatre, concluded,

Just how accurately Hogarth represented the interior of LIF III in his many paintings of the second scene in Act III of The Beggar's Opera is debatable, but I think we cannot unhesitatingly accept any of his versions as literal truth. The stage takes on a breadth and elevation in later versions that it did not have originally.³⁰

However, because Sawyer misconstrued his evidence found in the 1794 deed, and did not take into account all the available representations of the LIF III proscenium arch and its forestage, it is necessary before going any further to reassess the evidence he produced as well as additional material, some of which has been previously misattributed³¹ and the rest not hitherto recognised.

Having resolved the proscenium arch problem and therefore also the authenticity of Hogarth's 'The Beggar's Opera Burlesqued', thus allowing as reliable and acceptable evidence drawn from Hogarth for the style and proportion of the forestage and boxes, those boxes and balconies will be related to the auditorium that has been reconstructed above.

The Proscenium Arch

There are five illustrations that depict the proscenium arch of the theatre in the 1720s and early 1730s. Only one shows the proscenium arch in its entirety. The others record selected elements and emphasise different aspects. But of these five representations it is only necessary to compare three for two are duplications in which there is no marked variation. The earliest sketch, probably dating from 1724,³² is a pen and ink drawing with water colour wash, of John Rich playing Harlequin Dr Faustus, pl.XXXV. The artist is not known. The second representation, c.1728, 'The Beggar's Opera Burlesqued', exists in two forms, one a pen and ink wash sketch, pl.XXXVI, the other an engraving of the latter in

which the only difference is that the engraving is more worked up than the drawing, pl.XXXVII. The third source of evidence is that provided by Hogarth's 1728-1730 more elaborate version of 'The Beggar's Opera', that is, the Tate Gallery picture which is a copy of that in the Mellon Collection. There is a fourth piece of evidence in a vignette which shows a proscenium arch which, it is suggested, is drawn in part from a knowledge of the one which is now argued to be that of the Theatre Royal, Lincoln's Inn Fields. Because it seems to depend heavily on Hogarth's drawing, this last illustration, Bickham's 'A Masque at the Old House', pl.XLI, will be discussed separately after consideration of the first three major examples.

First the common features in each representation will be discussed, secondly, the differences; thirdly, the problem relating to the acceptance of each version as being independently 'authentic'; and finally, a projection of the proscenium arch. The only drawing that provides an unimpaired view of the proscenium arch is 'Harlequin Dr Faustus', therefore comparisons will be made in relation to that sketch.

All three renderings show on each side a pedestal upon which crouches a satyr on its haunches supporting, like Heracles, a massive weight. The decoration may be divided into three parts, the pedestal, the satyr and superstructure.

The Pedestal

'Harlequin Dr Faustus', pl.XXXV, shows a bombé pedestal standing, in relation to John Rich, about 3'6" to 4'0" high. The pedestals in the Tate 'Beggar's Opera', pl.XL, are partially masked on both sides by the audience but it could have the same profile as that in 'Harlequin Dr Faustus'. The only special decorative feature in the Tate 'Beggar's Opera' is that on the stage right pedestal there is a large acanthus leaf

design to be seen behind the shoulder of the down stage lady. There is nothing mutually incompatible in either the heavy moulding or the acanthus motif, in fact, the contrary is more than likely. The height of the pedestal in the Tate picture could be approximately 5'0" to 5'6". There is a considerable amount of cheating in the proportions of the figures, actors and audience, as well as the furniture in this area. The pedestal in the Tate picture seems to project well into the scene rather than belong to the proscenium arch which is hidden behind the heavy draped curtain. In 'The Beggar's Opera Burlesqued', pl.XXXVII, the pedestal is masked totally by Lucy, the sow, and Macheath, the ass. But the satyr is placed as if it were raised on a pedestal such as that found in either of the other two drawings. One may therefore suggest that the lower division was a pedestal possibly of the bombé variety, as in the 'Harlequin Dr Faustus', with or without the acanthus decoration of the Tate 'Beggar's Opera'.

The Satyrs

All three designs show the satyrs clearly. The differences that occur are in the postures of the beasts. In the 'Harlequin Dr Faustus' the stage right satyr supports a corbel with its left arm raised over its head whilst revealing its face. Its right arm is lost; possibly the anatomy was too confusing or the work is unfinished, which is certainly true of the soffit of the arch and the scenery. The stage left satyr supports with its left arm and consequently masks its face. The right knee of this satyr is higher than its left and the beast does not squat quite as low as that on the other side of the stage. One could argue that in this drawing the stage right satyr watches the action, and that on the stage left side turns away.

In the Tate 'Beggar's Opera' the stage right satyr almost straddles the top of the plinth; resting on its right arm it supports the mass above with the left arm and looks up-stage. That on the stage left however looks down into the scene and at Polly. It sits well down on its haunches under the weight of the stone work, supporting it with the left arm and resting the right arm on the left thigh. This is a reversal of the postures seen in 'Harlequin Dr Faustus' and could be explained away on compositional grounds or simply coincidental and depended on the way Hogarth transferred his original sketch to the canvas. The argument would satisfy those questions asked regarding the composition of both pictures, but it would leave the facts relating to the proscenium arch still in doubt. Precisely the same dilemma arises from the information provided by the 'Beggar's Opera Burlesqued', for here again the satyr adopts a posture which is only a slight variant of that seen on the stage right side of 'Harlequin Dr Faustus'. Once again it could be that the satyr is looking into the scene to serve a compositional function rather than representing faithfully the figure on that side of the stage. Although there are two drawings which show the stage right satyr looking on to the stage, one of them, 'The Beggar's Opera Burlesqued', does not show its corresponding figure looking either upstage or on stage. The problem is that two representations are satirical compositions in which any artist, and especially Hogarth, would take advantage of a decorative feature found in reality and use it to his own ends. Consequently, since one does not know the artist of the 'Harlequin Dr Faustus', one does not know to what extent or in what capacity he also was using the satyrs. It does seem, however, that though unfinished, the 'Harlequin Dr Faustus' drawing is of a different character compared with the other illustrations in that it is a theatre genre piece not attempting to do any more than

depict authentically a moment in the harlequinade. 'The Beggar's Opera Burlesqued', as the title suggests, is a blatant piece of extravagant satire upon The Beggar's Opera in particular and opera in general. But in the final paintings in the 'Beggar's Opera' series Hogarth seems to have painted a naturalistic not satirical representation of the stage action. The extent to which Hogarth has exaggerated the existing features might be related more to compositional rather than satirical considerations.

Turning attention now to the third division, the upper section of the proscenium arch, one gleans little from the Tate 'Beggar's Opera' for, whatever it is that these satyrs support, much of it on the stage right is in shadow and on the stage left, the spherical form is shrouded behind the curtain. However the satyr on the stage right side in 'The Beggar's Opera' is seen to grasp some kind of spherical corbel, although the engraving does not define it clearly. Above this corbel is a shapely urn set within a shell alcove. What appears to be an elaborate decorative feature in 'The Beggar's Opera Burlesqued' is reproduced in a more mundane and less exuberant manner in 'Harlequin Dr Faustus'. In this drawing both sides correspond showing the corbel as square and imperfectly drawn, and above, a tall elegant urn within an undecorated alcove, no shell or keystone.

The remaining features of the proscenium arch, the adjacent Corinthian pilasters, the soffit and curtains are each shown in the three principal representations under discussion. But no drawing or painting shows two of these items in conjunction. Only 'The Beggar's Opera Burlesqued' sketch and engraving describe the pilaster that linked the proscenium arch with the front of house boxes. Both show the shaft of the pilaster rising to the height of the second circle of boxes before terminating in a Corinthian capital. Only the engraving suggests that the pilasters were fluted. The ordering of the bases or pedestals is obscured; as

also is that of the capital to cornice and soffit. This engraving shows the gallery box front running into the capital in order to allow those in the gallery some sight of the upper reaches of the forestage. But this would not be supported by the evidence provided by the 'Harlequin Dr Faustus', for in that work the soffit traverses the stage almost immediately above the alcove. The soffit is shown, sketchily, to have been coffered. Only the Tate 'Beggar's Opera' shows the swagged curtains, the Royal arms and the house motto. Certainly this would have been out of place in 'The Beggar's Opera Burlesqued' in which the lettering and clouds provide an inner frame to a composite picture. Finally one should recall that the 'Harlequin Dr Faustus' is an unfinished work which could accommodate the swags and drapes at a later stage.

The position from which the curtains were hung seems to be immediately down stage of the satyrs and pedestals, sandwiched between these and the pilasters. The valence swags and arms appear to be attached to the down stage edge of the soffit which would seem to be deeper than that suggested in 'Harlequin Dr Faustus', otherwise the curtains would not have obscured, in the Tate 'Beggar's Opera', the alcove and urn, and draped themselves over the satyrs - unless this is because Hogarth preferred to give a softened and baroque frame to his picture and avoid the squareness of the proscenium arch running into the actual frame of the picture. Be that as it may, neither of the two illustrations shows the curtain in any position up stage or down stage of the proscenium arch.

Proportions of the Proscenium Arch

Approximate measurements of the proscenium arch estimated by relating the heights of the characters depicted to their surroundings:

'Harlequin Dr Faustus'	approx.	16'6" x 12'0"
'The Beggar's Opera', Tate	"	23'0" x 15'0" ?
'The Beggar's Opera Burlesqued'	"	? x 18'0"

Drawing together all elements of the proscenium arch as variously described in the several illustrations one is able to suggest a design for the proscenium arch of LIF III about the years 1724-1730. Finally the following description will be related to the width and height of the reconstructed theatre.

Collectively the drawings show that the sides of the proscenium arch were divided into roughly three equal sections, the pedestal, the satyr and the alcove with urn. The 'Harlequin Dr Faustus' drawing alone shows an uninterrupted view of the objects, but with regard to the pedestal shown in the drawing, there is nothing to negate its existence in the other two illustrations.

Concerning the satyrs and urns, since they occur throughout, there is every likelihood of their authenticity. The only point at issue arises over the variations found in these features. With regard to the satyrs it was shown that these variants could occur for two reasons - either the compositional requirements of the artist or his satirical intentions. But whichever reason seems most acceptable there is no good argument for the rejection of the satyrs. The same holds true for the third order of detail, the urns in their alcove.

The arguments for the apparent difference between the Hogarth and the anonymous 'Harlequin Dr Faustus' might be based upon the ability of the artist and the nature of the work produced. 'Harlequin Dr Faustus' is unfinished but nevertheless shows signs of being a very literal and pedestrian and therefore probably more accurate representation of the scene. It exaggerates nothing with a view to create a theatrical or dramatic atmosphere, on the contrary, its handling suggests that the parts are shown but naively proportioned and contracted slightly. This may be for reasons of the drawing's ultimate purpose when possibly

reproduced in oil or engraved; one does not know. Therefore by reason of its appearance of actuality and fact, I am prepared to accept this drawing as representing the LIF III proscenium arch, seeking for support that evidence provided by Hogarth.

This leads one to accept that Hogarth was not inventing the proscenium arch but only exaggerating and possibly embellishing that which was already there and readily identifiable by his patrons as specifically LIF III. In satire or burlesque, a form which relies essentially, for its immediate success, upon its symbolic or emblematic shorthand, it would have been pointless for Hogarth not to have shown the most characteristic and individual element of the theatre - its proscenium arch. Since therefore the Tate 'Beggar's Opera' and 'The Beggar's Opera Burlesqued' jointly show similar elements to those represented in 'Harlequin Dr Faustus' one suggests that all three illustrations corroborate each other to give the decoration at the sides of the proscenium arch. Additionally, upon similar arguments it is suggested that the corinthian pilaster, coffered soffit and heavy swagged curtain should all be accepted as authentic.

The Royal arms in the Mellon and Tate pictures present difficulties for the first quarter of the arms is inaccurately drawn unless George II changed them.³³ The extraordinary fact is that the first three versions of 'The Beggar's Opera' show the correct marshalling of the arms, i.e., England and Scotland not England quartered with France and Scotland.

With regard to the theatre motto, Veluti in Speculum Utile Dulce, it is not unlikely that such a decoration was placed around the arms; a similar motif is thought to have existed at Drury Lane - Vivitur Ingenio. Whether or not the arms and motto were placed in the theatre in precisely the same position as that shown in the pictures is discussed below.

Having clarified the position with regard to identifying the LIF III proscenium arch there remains for attention the vignette, 'The Masque at the Old House', pl.XLI. This arrives at no useful conclusion but that all evidence has been thoroughly examined. Published in 1738-9, this engraving exhibits certain elements of the proscenium arch that have been discussed above and now claimed to be that of LIF III. The plate has received little or no consideration in the past.³⁴

Before examining this engraving it should be mentioned that it was reproduced in a much reduced state by Desmond Shaw-Taylor in Covent Garden.³⁵ The drawing was not considered in that place but by implication it was thought to be a representation of an event at Covent Garden and therefore depicted the proscenium arch of that theatre. However, the plate when used in that work omitted to show the song to which the picture related and also the title, 'The Masque at the Old House', which is, one would argue, the title of the scene and not of the song which began on the previous page. In 1737 the 'Old House' was certainly not Covent Garden but more likely to be LIF III, rather than even the older house Drury Lane.

The only other place in which one has found this Bickham engraving is amongst the notes on LIF III compiled by an unknown Victorian theatre historian who had visited the theatre in 1823.³⁶ The most that one can claim is that this historian knew something of the theatre, or perhaps that some well informed person persuaded him that it was concerned with the LIF III theatre, and consequently he included this single sheet in his collected notes, not for the song, but for the illustration.

On comparison, 'The Masque at the Old House', pl.XLI, with 'The Beggar's Opera Burlesqued', pl.XXXVII, it becomes clear that all the architectural details on stage right of the picture are the work of Bickham. Upstage of the proscenium arch pilaster is an enormous doorway

that is inaccurately drawn. Although Bickham's engravings were considered highly in his own day most of his scenes, Watteauesque pastorals, did not include, to any great extent, architectural features and those vignettes showing architecture or interiors are singularly clumsy because of the lack of application of quite simple rules of perspective. Other decorative features on that side of the stage must also be considered with some suspicion for they are not to be found in the sketches considered above. Additionally there is some inconsistency on Bickham's part when relating one side of the stage to the other, for neither the bases of the pilasters nor the box fronts are the same.

Another of Bickham's contributions is the free handling of the audience in the stage and circle boxes, particularly the manner in which he has related the scene to the song by introducing Pulchinello and Columbine in the stage left box where they fill the space that elsewhere accommodated six persons.

The differences in the box area are first, 'The Beggar's Opera Burlesqued' shows a decorative arch to the boxes, 'The Masque at the Old House' boxes are square; 'The Beggar's Opera Burlesqued' shows the box fronts of the circle tongue and grooved, those in 'The Masque at the Old House', turned balustrades; thirdly, the profile of the stage boxes in 'The Beggar's Opera Burlesqued' is obscured, but in 'The Masque at the Old House' Bickham has to complete the scene himself and the shape of the box front seems to be determined by the profile of the rococo frame rather than reality.

In spite of these inconsistencies the scene is important for the representation of the satyr supporting the corbel, urn and shell upstage of the stage left pilaster. This satyr fills what would have been a wide open space in the composition on that side of the picture.

But whilst it is agreed that Bickham shows some ingenuity he also reveals his dependence on Hogarth and ignorance of the actual theatre for with regard to the satyr etc. he only shows as much as Hogarth had drawn, thereafter he is at a loss. Further, he shows himself not exactly sure of what Hogarth had drawn for the whole decorative feature is not placed within the proscenium arch wall as Hogarth drew it, but it appears to be a profile flat projecting on to the stage without a base or pedestal of any kind. It is this unacceptable structure that forces one to consider the engraving in relation to the proscenium arch of the LIF III but at the same time to reject it as not adding any more to our knowledge already gleaned from those drawings discussed above. It would be difficult to show that Bickham was drawing upon any personal experience of this or any other theatre when executing the design. This is particularly evident in his treatment of the two main characters in the scene which again depends on Hogarth.

One is guessing at the characters involved in the satire depicted when suggesting that the strutting ass braying on stage right is Farinelli and the roaring bull to the left centre, Senesino, for although these opera singers at the King's Theatre are mentioned in the text, the figures are extracted from Hogarth's 'The Beggar's Opera Burlesqued'. The labels that the actors carry are either indecipherable or unhelpful.

The figure on stage right stands in the posture of the parodied Peachum in 'The Beggar's Opera Burlesqued' where he has a wolf's head, but Bickham has provided him with Macheath's head from the same Hogarth work and reversed it. On close inspection the head is badly joined on to the body; the decapitated head does not grow out of the stock at the neck. The hands hold the same pose as given in the original but Bickham replaced the account book under Peachum's arm by the box in which are placed two puppets, the significance of which eludes me.

The stage centre character one suggests is a representation of Senesino but without his height for the figure is taken from Lockit in 'The Beggar's Opera Burlesqued' with very minor alterations. The costume is altered only about the footwear which from boots and leggings Bickham changed to the theatrical boots and spurs of the operatic hero. That Senesino's right leg and foot do not match his left may be accounted for by suggesting that in Hogarth's drawing Lucy's dress hid that leg and Bickham was forced to supply his own. The keys that hang at Lockit's left side are replaced by the label which is tacked on to Senesino. The label is difficult to read but the letters seem to be 'Ma . . . of ye Housew'. The glowering bull's head of Lockit in 'The Beggar's Opera Burlesqued' has been replaced by a roaring head in 'The Masque at the Old House', but this is not an original contribution of Bickham for the head is also taken from Hogarth.

In summing up this analysis of 'The Masque at the Old House' it is concluded that the evidence found here cannot be used to support the conclusions reached above regarding the proscenium arch of LIF III for this drawing, whilst superficially appearing to provide evidence from another hand in 1737, it depends so heavily upon Hogarth's drawing and engraving of 1728 that it cannot be considered an original work but a reworking of the already ten year old Hogarth drawing without contributing any new information; neither does it afford any basis for confidence in Bickham's personal knowledge of the theatre.

Due consideration has been given to all the evidence deduced from the graphic evidence analysed above in the drawing of the projected reconstruction of the proscenium arch and forestage. Account has also been taken of the mathematical relationship between the auditorium and the scenic stage as well as the physical requirements that seem demanded by the scope of the site.

With regard to the site, it will be observed that the theatre was not built absolutely square on the plot. This is obvious in the plans provided which have been redrawn from Barry's survey plan. It would seem that this discrepancy could be due to the theatre having been built, in the north western corner, upon the same line of the old tennis court. This may be the reason for the west side being slightly shorter than the east end. But, striking a mean for this reconstruction it was decided that for all practical purposes the width 43'6" would serve. The width of the proscenium arch was then determined by the subtraction of the estimated depth required in the stage boxes and the passage serving them. Consequently on squaring up the site the longitudinal centre line was struck 21'3" from the south wall on the inside. Having allowed 2'3" for the passage and 6'0" for the depth of the stage boxes, this produced a maximum figure of 25'6" for the width of the proscenium arch including the thickness of any pilasters decorating the arch. The pilasters shown in the drawing reduce the opening to 24'6". The distance of the proscenium arch from the edge of the forestage was calculated by estimating the width required for the stage boxes, the apron entrance door and applying the control of 43'6" from the first row of benches in the boxes to the arch. Also considered was the orderly arrangement of the division of the side boxes.

Reconciling all these forces led to providing a forestage 15'3" deep.³⁷ The width at the front of the forestage measures 27'3" and the total width at the false proscenium is 24'0". The width of the stage boxes has been estimated at 8'0" which allows 7'3" for the apron doors. Separating, slightly overlapping and linking these two features is the pilaster, 1'6" wide, of the proscenium arch, which has its upstage edge 43'6" from the circle of benches in the front boxes. The disposition of the traps and footlights has also been taken into account. This arrangement has been

influenced by the manner in which they were set out on the forestage of the Hampton Court Palace theatre, 1718, pl.XLIII.

The height of the proscenium arch has been deduced from the Hogarth engraving, the need to provide three ranges of boxes in the auditorium, and the proportion and ordering of a pilaster approximately 1'6" wide. The height suggested is 22'3". There is no evidence for the design of the arch spanning the opening. I would suggest that a shallow three centred arch would be in place here, rising to about 24'0" or even higher over the centre of the stage. From the 'Harlequin Dr Faustus' drawing one could infer that upstage of the arch there was a coffered soffit connecting overhead the apron doors. This soffit seems to have been about 19'6" high, set over the capital of the pilaster. The painting around the proscenium is considered below.

The Forestage

On the forestage itself at the very front there was a spiked rail protecting the actors from the audience, and these were still in place in 1757, 'many of the spikes which separated it [the orchestra pit] from the stage were still remaining'.³⁸ Provision has also been made for footlights which are thought to have been flexible, rising and falling through a cut, according to need, by means of a winching system operated beneath the stage. Five single traps and a double 'grave trap' have been introduced in the same configuration as that in the Hampton Court theatre forestage in the belief that that theatre was designed to accommodate productions from both the Lincoln's Inn Fields and Drury Lane companies and therefore reflected contemporary stage practice and requirements. It is thought that the five single traps would have been mechanised with a simple counterweight system, but whilst the double trap may have been similarly operated it is not certain.³⁹

The Stage Boxes

The stage boxes are shown to be slightly larger than those elsewhere in the house, 8'0" wide, and would hold with ease eight persons in each. Boxes of the same dimensions are shown at all three levels and evidence for this comes from Hogarth's 'Beggar's Opera Burlesqued'. In both the preparatory drawing and the engraving Hogarth clearly indicates the three tiers linking the proscenium arch on the one hand and on the other, the corresponding ranges of boxes in the body of the house. This drawing and engraving have also been used to supply the decorative features applied to the boxes, the light square columns dividing box from box and supporting the gallery above; the box fronts, divided by the columns as ordered pilasters, appear to be painted tongue and grooved pine,⁴⁰ set behind the columns there is a decorative arched frame to which were attached swagged draperies. The internal height of the stage boxes is estimated at 8'0".⁴¹ As the boxes move out to connect with the galleries their height increases slightly. This height has been adopted in consideration of the evidence that the Hogarth engraving provides, the capital of the pilaster is at the same height as the upper gallery front panelling. Each box was divided from its neighbour by a partition.⁴²

The Stage Doors and the Satyrs

Up-stage of the proscenium arch pilasters, according to the evidence set forth above which dates from 1724 to the 1728 Beggar's Opera craze, there were set the satyrs on their plinths. This is the decoration, it is thought, of the forestage after 1720. According to the accounts of the theatre after 1720 John Rich was as busy about his theatre as his father had been previously about minor alterations and decorations to Drury Lane. It is therefore suggested that what is shown here was not necessarily the original design of this upper section of the forestage.

Although this late state of the proscenium arch is considered authentic it must be admitted that this evidence only exists in graphic form and that earlier and later records fail to mention what would seem to be a highly original decorative feature. To resolve this question two equally possible answers are offered. The first is considered the more acceptable.

The notion is that the satyrs appeared about 1724 during a period of redecoration. Originally in the place where they stood there was a door of entrance for the actors on to the stage. Above this door there was a balcony equipped with the usual door and window. These functional features are indicated in the longitudinal section, fig.30, by a broken line. The reason for this design initially is that most of the plays in the repertory had been written with the knowledge that these facilities existed in the earlier theatres, either that on the same site or that at Drury Lane. In future productions, and whether or not all the plays required doors or balconies in that position, it would be a very useful permanent piece of apparatus. Additionally it will be noted that theatres constructed later show the continuing use of this facility, e.g., Hampton Court Theatre, Covent Garden and Goodman's Fields. However, it is argued, that on some occasions this door and balcony were not required in which event against these doorways were placed the three dimensional sculptured plinths and satyrs. It might be, for example, that on occasions such as performances of The Beggar's Opera when the audience were allowed to sit on the stage, that actors could not enter from these doorways and were compelled to enter through the wings further up-stage. This argument is not so easily applied to 'Harlequin Dr Faustus', when the same pressures were not operative. The problem in this case is that the date of the drawing of the scene is not known. Therefore although 'Harlequin Dr Faustus' was first performed in 1723, the actual time at which the sketch was made

could be much later when the satyrs were then in place, either permanently or occasionally.

The second possibility is that the satyr pieces are profile flats set up behind the proscenium arch masking the actual doorways that were permanently operative.⁴³ The reason that they were not represented in this way in any picture is that the resulting drawing might have been confusing and complicated in this area and the satyrs took precedence over the doors as far as the artists were concerned, since they had no interest in providing evidence for future theatre historians. Consequently they were given the full trompe l'oeil treatment. This second possibility, though feasible, is not adopted in this reconstruction. However, it is recalled that the 1757 visitor to the theatre did note the existence of the door,⁴⁴ and one is presuming reference here to a proscenium door, but failed to note an object of much greater interest - a satyr sitting on his plinth supporting an urn. This leads to the possible conclusion that these decorations were mobile and Rich could well have carried them away with him to Covent Garden. Whether they were three dimensional or not, the space they and the proscenium arch doors would have occupied on the forestage is that indicated in this reconstruction. Discussion of the relationship between these entrances and those on the scenic stage will be reserved until the stage facilities are described below.

The impression gained from the 'Harlequin Dr Faustus' sketch is however that these forms were three dimensional for the soffit framing this part of the stage would otherwise be unnecessary.⁴⁵ It is from this false ceiling that lights could have hung over the forestage in addition to that other more conventional position, the ceiling over the forestage from gallery box to gallery box. The decoration of this ceiling is discussed below.

The Curtain

The Hogarth paintings which supply the evidence for the curtain in the theatre suggest that up-stage of the plinths and satyrs, or the doorways, the curtain was hung. From the manner in which it is gathered up one may conclude that it was not flown out but was drawn up to the corners of the proscenium arch in great swags. With regard to the Royal Arms depicted by Hogarth and the theatre motto,⁴⁶ it would seem that they are shown in a very unpractical position. The suggestion is that they have been removed for artistic purposes from their more usual place at the head of the proscenium arch where they would not be in any position to foul up the curtain as it was raised and lowered or obscure the up-stage action for those seated in the galleries. There is every reason to suppose that the curtains were the dark green colour painted by Hogarth and were decorated with the heavy golden fringe.

Before moving further up stage earlier descriptions of the decoration of the proscenium and front of house will be considered in order to give an impression of the spectacle that was, at the opening of the house, much admired.

The Front of House Decorations

Lincoln's Inn house was finely decorated. The scenes were new. The stage was more extended than that of the rival theatre and superbly adorned with looking glass on both sides of the stage, a circumstance which Quin said was an excellent trap to catch actresses who admired their persons more than their profession of acting.⁴⁷

Davies' point here about the extent of the stage compared with that at Drury Lane has been noted above, but the looking glass on the forestage is one that is most often commented upon by contemporaries, although it provoked no comment from the 1757 visitor to the theatre. However, the

earliest notice of the theatre that Rich had 'been at vast expense to make this theatre as convenient for the reception of an audience as any one can possibly be',⁴⁸ does not help confirm whether or not this glazing on the stage was set up in 1714 or was introduced later. Cibber does not mention it and Quin's recollections may have come from the 1720s. But the glass did receive specific attention in an advertisement of 1725 which commented upon alterations to the interior design:

The gilding, Painting, Scenes and Columns of Pier
Glass, rais'd for the better illuminating the Stage
and other Parts of the House, gave a general Surprise
and Satisfaction to the Spectators.

Perhaps the surprise was elicited not only by the repainting but more especially the glass or mirrors.⁴⁹ The surfaces on the stage that could have been covered with glass would seem to be the pilasters and that surrounding the entrance doors. On balance it is thought that it was the shafts of the pilasters to which the glass was applied, not only on stage but also around the auditorium and the columns supporting the galleries. This is deduced not only from the notice quoted above but also from Lord Dapper's speech, Act I, scene i, of Fielding's farce, The Historical Register for the Year 1736, produced in 1737.⁵⁰ Clearly, from this scene, it was not only the actresses that found their own images of greater interest than the play but the audience as well. How long this decoration remained in place is unknown.

In 1725 the theatre was repainted and gilded but probably there remained the richly painted ceiling, probably not as elegant as that at the Queen's Theatre but nevertheless in a similar style and judged to be well executed, but by whom remains a mystery;

On Saturday several of the most eminent Painters met at Theatre Royal in Lincoln's Inn Fields to take a Survey of the Ceiling, the House being thoroughly Lighted for that purpose: over the stage is represented Apollo and the Muses; over the Pit, a magnificent Piece of Architecture; where is seen a Group of Figures leaning over a long Gallery, viz. Shakespeare, Johnson, etc., from the Originals. They seem in conference with Betterton, the most celebrated Tragedian, or English Roscius of his Time. The Artists have given their Opinion, That the Performance excels anything of the Kind, both as to Design and Beauty.⁵¹

This description reads like many works of the period and especially those of Thornhill, but it is extraordinary that no artist has received credit for his labours. A Mrs Cornwall executrix of Mr Cornwall painter was paid in full for the ceiling £13. 13. 0. in February 1724/5 according to the Rich Accounts.⁵² It would not be unusual that John Rich was still paying artists two or three years after they had finished the work, and these thirteen guineas is a part payment of a larger sum. Nothing further has been found about this Cornwall that would allow one to claim the work as his.

The Sculpture about the House

Already mention has been made of the terra cottas set in recesses over the pit and box entrances and the suspicion that there were probably more than those recalling Shakespeare and Jonson. The other imposing pieces, if indeed they were three dimensional, were the satyrs discussed above. If they were modelled they were probably made in papier-maché. Little has been found that would allow attribution of these works. The information from the Garrick Club regarding their Shakespeare bust is not helpful. The only record of Rich employing a sculptor is in the Accounts for the years 1724-5. There are three entries noting payments to Mr Verhuyck over the period December 1724 down to 31 March 1725, the last entry suggesting that the work was not yet completed.⁵³ Three

generations, possibly of this same Verhuyck family, have been traced but the findings are far from conclusive.⁵⁴

Front of House Lighting

Over the stage 'Rich's Lincoln's Inn Field theatre (1714-31) had six chandeliers, apparently iron rings hung on chains'.⁵⁵ The source of this statement I do not know, but it raises a question that requires clarification. It is that the stage may refer either to the whole stage or the scenic stage or the forestage. It is not clear. By reference to illustrations that seem to indicate the general practice one may suggest that at LIF III Rich had chandeliers hanging from the arch over the forestage, perhaps three or five; these, of course would be supplemented once the curtain rose by chandeliers hung over the scenic area. Additionally there were probably two branch candelabras or sconces over the stage entrance doors on to the apron. Similar sconces would have been set around the house, at all levels, either on the columns round the boxes or on the panelled box fronts. If they had been placed on the columns then advantage would have been made of the mirror glazing.

Without knowing more precisely the design of the ceiling, and later the architectural composition painted thereon, one can only suggest that there was either one large chandelier lighting the auditorium or that there were three as suggested by the composition of the ceiling design by Thornhill attributed below to the Queen's Theatre, pl.LX.

Support for these suggestions may be gained from several illustrations of contemporary or later eighteenth century theatres.⁵⁶

The Scenic Stage

The scenic stage is 28'0" deep from the false proscenium arch to the rear and eastern wall, and approximately 45'6" - 48'0" wide. The possible variation in the width is due to whether or not there might have been a

corridor made by partitioning the stage from the north wall and the scene house-dressing room block. This need not interfere with the scene dock door which is 3'6" x 10'9". The width is suggested by the Barry 1848 plan and the height is drawn from the Dumont longitudinal elevation of Covent Garden. Reference to this door was made in the Rich v. Shepherd Complaint and Answer.⁵⁷ Shepherd illustrated the difficulties he had with John Rich by stating that the scene room and door at Covent Garden was as large as that at LIF III, in fact, Shepherd claimed that he had made that at Covent Garden larger but Rich had disagreed and wanted it to be just as at LIF III. I estimate, converting Dumont's measurements from pieds to the imperial foot, that the scene dock door of the 'ancient scene room', at stage level, was about 4'0" x 10'6". Who won the battle is not clear from a comparison with the Dumont plan, pl.XLIV, unless there were later alterations to this room which seems unlikely, for the scene room measures approximately 17.5 pieds x 16.5 pieds which converts to 18'6" x 17'6". But there is indicated a 2'3" staircase to one side reducing the overall functional area of the room. This staircase could have been a later alteration at the time the stage was lengthened.⁵⁸ If I am right in the location of the scene room at LIF III it would have been 15'0" x 13'0" and at the same level as the stage, and there was no other room that would have provided this kind of space. The dimensions compare well with those from the Dumont plan of the scene room and those from the John Inigo Richards' plan of Covent Garden⁵⁹ at pit level which shows the 'musicians' sitting room' beneath the old scene dock. The other comparison that is worth noting is that at Goodman's Fields the larger room, 11'6" x 15'0", would suggest itself as being the scene dock, pl.XLV.

The stage was in its whole length and extent tolerably perfect, the traps would still operate. Some of the wings were standing and one of the doors.⁶⁰

Taking each of these comments in turn one can account for the stage in the reconstruction. The length and extent of the stage, 28'0" x 48'0", was explained above. The traps that still operated over this scenic area cannot be drawn, as those on the forestage, with any certainty. However, in a house that accommodated John Rich's pantomimes it is likely that the stage was extensively mechanised with cuts and traps across the playing area. I can only refer to the possibility that its machinery was not unlike that existing until recently beneath the stage at the Theatre Royal Bristol.⁶¹

The wings I have disposed on the stage as found in the Hampton Court Palace theatre,⁶² pl.XLIII, i.e., four sets of wings giving on to two shutters. This would have been backed by cloths hung in the remaining 5'0" flying space; presuming that 3'0" would have been allowed to walk behind the scenes and that the fly floors would have been linked by a catwalk 3'0" on the rear wall.

The remaining door that was mentioned may have been set in the space between the false proscenium and the first set of wings, or the comment might have referred to one of the side door/balcony structures with its stairs or ladder. Such ladders or steps to the balcony perch positions I have not included in the drawing. On the other hand it may indicate that the doors of entrance were definitely set far upstage and that the space occupied by the satyrs was indeed decorative and thus accentuating that the forestage projected well into the house.

With regard to the wings and the controversy over doorways there is evidence from three sources, the Hampton Court Palace plan, pl.XLIII; Hogarth's preparatory drawing for the Beggar's Opera pictures which gives

a rough impression, pl.XXXVIII; and 'Harlequin Dr Faustus', pl.XXXV shows a shallow scene utilising three grooves on each side terminating in either a cloth or a shutter.

Finally there is evidence to be drawn from texts. There are three prompt-books of plays produced at LIF III that show notations made by the prompter. The texts come from the years 1714-1726.⁶³ The stage directions indicate that there were three doors or entrances on each side of the stage, or, as was discussed above, the wings were spaced to allow entrances through them. These entrances were noted by the prompter as, L:D:P:S, M:D:P:S, U:D:P:S, and L:D:O:P, M:D:O:P, and U:D:O:P.

Langhans' discussion of this evidence does not shake one in the opinion that there were three entrances or 'doors' on both sides of the stage between the wings. Once again it would seem that the term 'door' was maintained into the 18th century and its meaning was place of entrance. Whether or not the down stage door or lower door on either side was on the forestage or upstage of the false proscenium is not clarified by the extant evidence.

The distance between the wings, according to the width of grooves used:

False proscenium to 1st wing	approx. 3'6"
1st wing to 2nd wing	4'0"
2nd wing to 3rd wing	3'0"
3rd wing to 4th wing	2'6"
4th wing to 1st shutter	2'3"
1st shutter to 2nd shutter	2'3"

There is ample storage on both sides of the stage for scene changes and furniture and properties standing by.

There could be staircases or ladders to the flies in both upstage corners of the stage.⁶⁴ Staircases as drawn in the reconstruction lead also to the basement storage areas and machinery.

The Flys and Fly floors

There are two significant references to the fly floors.

The flys were tolerably perfect, and even the thunder trunk, although probably broken in consequence of elementary concussion (which it had long endured) might be traced.⁶⁵

and

No reason to lower at the northern end of the upper flying at C.G. as by his Rich's last letter that the upper flying was made of the same highness as the upper flying at the theatre at Lincoln's Inn Fields.⁶⁶

Using again Dumont's plan and converting the measurements, I have set up the flys. The upper fly floor at Covent Garden was about 37'6" immediately upstage of the false proscenium and at LIF III in the same place was 38'0". The reconstruction takes advantage of what appears to have been the original joist level. At the rear wall the height, accounting for the rake is 37'4" from stage to fly floor landing. The lower flys at LIF III in the reconstruction is 20'0". At Covent Garden they were at 20'3".

The mention of 'higher' supposes that there were lower fly floors. At Covent Garden the higher fly floor I interpret as being that which is commonly now called the grid, for there seems no substantial joisting at Covent Garden above the upper fly floor to take the purchase of scenery, unlike the modern Covent Garden which has been equipped with two fly floors since Smirke's building of 1808-9.⁶⁷ Therefore similarly at LIF III, I suggest that the higher flying floor is also the position of the grid for there is, according to the Barry plan, pl.XIb, no support higher within the roof structure.

Doubtless there was not flying over the whole depth of the stage for there would have been impeding cat walks from which flymen would have attended the cloths and borders and actors and actresses would have mounted their chariots and cloud cars.

Whether or not the thunder run was partially over the auditorium or the proscenium arch it is impossible to calculate. Clearly access from the fly floor must have been possible for the stage management or flyman to load and unload the cannon balls from the trunking. I imagine that there were ladders from the fly floor rising into the grid which may well have been on the east rear wall. Additionally there might well have been a doorway off the northern fly floor which would have led into the dressing room block which would have the advantage of allowing actors, as well as the stage staff, ease of access to the catwalks and staircases in that block which rose to the rooms in the attic.

Additional Facilities in the Fly Floor Attic in the Roof

. . . third landing into the roof . . . There are a number of small rooms above and a few years ago there were some portraits on canvas on the walls - but were so decayed were pulled down.⁶⁸

These portraits may have been on the walls of any of the rooms as decorations that might well have been painted in the paint shop and need not have been of great artistic value or specifically acquired by Rich as special commissions. Possibly they were the work of the scene painters and used as properties, ending their life stuck on the walls of the barber's shop or wardrobe.

That there should be two rails and a skirting board round the area over the stage between the painting room and the wardrobe as at Lincoln's Inn Fields

and

as in the roof . . . two rooms in the roof for a barber and tailor with chimneys in each - partitions in Lincoln's Inn Fields whole deal while in Covent Garden were whole and split deal grooved.⁶⁹

There is ample space in the roof to accommodate all the staff mentioned in the above quotations. The space in the reconstruction has not been divided for there is no specific evidence, but the rails around the upper

flys or grid have been drawn in the longitudinal section. The windows that are shown there are those found in the Hardwick pl.X, and those of Barry, pls.XIa and XIb. The scene painting and carpenters' area must have been easily accessible from the fly floor in order to facilitate the raising and lowering of the scenes prepared in the paint shop. These were probably flats as well as cloths which must have been painted flat unless there was a paint frame on the rear wall of the theatre at lower fly floor level but about which there is no evidence.

The construction of the roof suggests that there were three small rooms at roof level over the northern side of the roof at the eastern end, pl.XIc, but no fireplace is shown. Such rooms could have been reserved for the barber and tailor.

The design of the balustrades was also criticised by Rich during the building of Covent Garden. He wished that all the balustrades at Covent Garden on the staircases and elsewhere should be turned as at Lincoln's Inn Fields. This may have applied to those in the fly floor as well as the principal staircase and others about the building.

The remaining facility in the roof must have been the ability to raise and lower the front of house chandelier(s) by means of a winch. They would either have been lowered to the pit for attention or raised into the roof through vents. This would depend to some extent on the design of the ceiling decoration as at the Queen's Theatre in the Haymarket, pl.XLIX.

The Dressing Room Block or Flat

When the theatre was visited in 1757 the dressing rooms were occupied by the caretaker and his wife, additionally it was noted that,

at the time the Green Room and dressing rooms were still to be seen and arbelieve for the reception of led the matted room . . . we believe for the reception of figure dancers, pantomimists, etc. . . .

The internal area of this block on the north east side of the building measures 15' x 13'. Each floor was probably furnished with a fireplace on the west wall. Three windows in each room on every floor were limited to the east wall thereby not overlooking to the north the properties in Portugal Row. Access could have been either on the south side, or on the north. The doorways on each floor on the north side are more conjectural than those on the south for the Barry plans do not reveal clearly that which was vestigial as opposed to the reconstruction in this area carried out by the Copelands when bridging the gap between the theatre and 37 Portugal Row and converting the dressing rooms into the flat.

The reconstruction plans, fig.29, and the longitudinal section, fig.30 and 31, show the possible use of this block deduced from Barry's 1848 survey plans, pls.XIa, XIb and XIc.

In Barry's 'Section from Front to Rear', he suggested that there could have been five floors in this block. It would appear that it was excavated to the same depth as the theatre, thus providing a basement 9'5" high, which might have been inhabited by the musicians as at Covent Garden. At ground level I have already suggested that the scene dock was located adjacent to the stage. Beside this dressing room block there could have been accommodated the Box office as well as any one of the rooms given a specific function in the Garrick Club note cited above. This area measures approximately 10' x 9'6". On each of the remaining three floor levels over the scene dock there could have been dressing rooms. According to the size of the adjacent area this could also have been used for further dressing rooms.

The possibility of this number of dressing rooms together with those that may have been situated in areas partitioned off below the stage would indicate that the theatre was well served with accommodation for its actors, singers, pantomimists and musicians.

The saloon to which Timbs⁷¹ referred could well have been one of these rooms which remained in the 'flat' and to some extent because of that preserved. I would suggest that the reference was to the green room, not an elaborately decorated reception area in the front of house area on either the middle or upper gallery level.

The Staircases on the North Side of the Theatre

The Principal Staircase

This is a projected reconstruction of the principal staircase on the north side of the building. The floor levels suggested by the drawings of the staircase have been instrumental in establishing the floor levels throughout the rest of the house, the boxes, galleries, and by deduction the level of the pit and stage in the major reconstruction of the whole theatre.

There are four drawings of the staircase in the projecting bay on the north side of the playhouse. The first is in two parts. It consists of rough sketches of first; the staircase rising from the ground floor, 'This staircase piece the entrance the grace'; and the second, of the staircase from the first floor landing rising into the second floor. These sketches, figs.26a and 26b, are in the possession of Mr Robert Eddison. Their authenticity is vouched for by the note on the first sketch, 'The sketches were purchased at Mr Burn's sale and are Reliable'.

However, a staircase of the proportions indicated in these drawings could have been built in the stair well of the theatre. The configuration of the stairs and landings can be accommodated in the length and breadth of this projecting bay and the floor levels achieved by a regular riser of 6" - 7". This would accord with the floor levels noted in both the anonymous Westminster Library collection⁷² of theatrical notes, fig.27,

and the section of the warehouse drawn by Charles Barry in 1848, pl.XIb. The Westminster note only provides the measurements, first floor to ceiling - 14'0" and second floor to ceiling - 8'0", in which Barry's plans concur, but he goes further and gives the remaining ground floor to first storey 12'1", and the basement at 9'5" which measurements include the depth of the floor joists. Further points which help prove the authenticity of the Eddison drawings are that the wall is shown to be the 'North Wall', and the windows shown are indicated in Barry's plan. These windows were also frequently mentioned in the indentures as restrictions were placed on the owners of the property with regard to the manner in which they were glazed.⁷³

The date of the Eddison drawings is admittedly uncertain but all the other drawings, roughly or accurately measured, from 1806, including that from the Sun Fire Office, show staircases in this well. They are all, more or less, of a similar design. Although the staircase in these three last places is not that shown in the Eddison sketch, it is suggested that the original staircase was dismantled and reconstructed to suit the requirements of a less glamorous future.

The staircase is not mentioned in the Spode lease of 1794 but it could have been in that portion of the stair well area as indicated in fig.26, 25'3". Although the reassembled staircase could not have been as splendid as formerly, what remained was noted as being a 'large Queen Anne Staircase' when the Royal College of Surgeons purchased the property.⁷⁴ Even in its depressed state it probably maintained some of its style.

Accordingly it may be allowable to accept the floor levels given by Barry for they relate not only to the principal staircase but also to the fenestration on the south side of the building, whether or not the majority of those windows were blind. Additionally the first floor level established

here relates to the floor level that would have existed at the point at which the projecting extension over the Tasburgh land allowed a wind in that staircase. Both staircases have been reconstructed in fig.31. The windows in this second northerly staircase have been drawn from the Hardwick plan, pl.X.⁷⁵ The floor levels on this side of the house are as follows,

Basement to ground floor	9'5"
Ground floor to 1st floor	12'1"
1st floor to 2nd floor	15'9"
2nd floor to attic	9'7"

The only decorative feature to be noted with regard to the staircase is the note arising out of the Rich v. Shepherd case in which mention was made that the banisters should be turned as those at Lincoln's Inn Fields.⁷⁶ The staircase was also furnished, as indicated in the Eddison sketches, fig.26, with a handrail on the north wall to correspond with the stair rail on the other hand.

The Huts in the Yard to the North of the Theatre, the Portugal Row Entrance

Within this yard encountered by the patrons entering the theatre from Portugal Row there seem to have been many changes over the years. These are noted in the documents already cited but none of them provide specific information. It is assumed that they were fairly insubstantial structures, erected to serve such functions as toilets, coffee shops and even possibly advanced booking facilities. In spite of the fact that this was the entrance from Portugal Row it might at best be described as having atmosphere.

In conclusion several points have been deduced; first, that LIF III was built upon the original tennis court site; secondly, that Christopher Rich was in all probability the designer-architect; thirdly, that in 1718 the styling of the theatre reflected a modified version of Drury Lane and

in the 1730s it was the exemplum for John Rich when briefing Shepherd for Covent Garden. In many respects there are to be seen similarities between these two theatres. Regardless of what has been said of the depreciated state of LIF III by 1732, it is interesting to note that the initial site in Covent Garden was not very much larger than that in Lincoln's Inn Fields.

With regard to capacity it was shown above that the estimated capacity, without seating on the stage, could have been as high as 1424, which compares favourably with previous estimates and is noteworthy when compared with Harry Pedicord's estimated capacity of Covent Garden, about 1356.⁷⁷ Perhaps the move to Covent Garden was motivated by the desire to rebuild with all the latest equipment rather than renovate, to move further west to what was to become the theatrical centre and select a site on which it was possible to expand if the venture flourished. There seems little doubt that the theatre, only fourteen years old, was still in good working order.

Notes, pp. 197-246.

- ¹ Goodman's Fields Theatre opened 2 Oct 1732.
Covent Garden Theatre opened 7 Dec 1732.
- ² P.R.O., C11/2662/1, Rich v. Shepherd, Complaint and Answer, 15 March 1733 and 3 May 1734. (App. pp. 115-117).
- ³ Edward Shepherd, (d. Oct 1747), little is known of Shepherd's early activity. Colvin does not attribute LIF III to Shepherd. For work of Shepherd, A Biographical Dictionary of British Architects, 1600-1840, ed. H.M. Colvin.
- ⁴ R.C.S. of E., Rich-Tasburgh Agreement and Conveyance, respectively, 29 Nov 1714 and 9 June 1715.
- ⁵ P.R.O., C11/2661/12, C33/370/pt II, 1738-1739. (App. pp. 118-119)
J. Rich & C.M. Rich v. Sadier & Evans.
Sawyer, The New Theatre in Lincoln's Inn Fields, 1979, p. 20, notes that Rich in earlier years had paid Evans £121 but I can find no reference to this payment. However, in these Bills and Orders, Rich was claiming that Evans owed Rich £70. 13. 8 $\frac{1}{4}$. due to over-payment by Rich to Evans by way of paying for work done by allowing rent on houses in Playhouse Passage Drury Lane and Russell Street. The document goes on to detail work done by Evans about the theatre in 1721 & 1724 amounting to £17. 18. 0.
- ⁶ R.C.S of E., Scrope to Spode, 25 June 1794. (App. p. 135)
- ⁷ *ibid.*
- ⁸ Compare Goodman's Fields Theatre pls.XLIVa and XLIVb with pls.XIa and XIId, for LIF III.
- ⁹ R.C.S. of E., Indentures Peart to Millar, 1 June 1782. (App. p. 132).
- ¹⁰ W.P.L., 'At the Theatre Royal in Lincoln's Inn Fields'. n.p.
- ¹¹ E.A. Langhans, 'Vere Street and Lincoln's Inn Fields Theatres in Pictures', Educational Theatre Journal, 1964, f.n. 3, refers to the Lodge drawing, B.M., Prints and Drawings, 1866-11-141678, as showing the entrance to this passage. I fail to recognise the entrance in this drawing and believe there is no justification for the claims made by Langhans.

- 12 Advertisement, 27 Nov 1739, stated that, 'Particular care will be taken to have Guards placed to keep all the passages clear from the mob'. London Stage, part 3, p. 805.
- 13 B.M., Add. Ch. 9303.
- 14 R.C.S. of E., Indenture Peart to Millar, 1 June 1782. (App. p. 132).
The Rich Accounts show that the rental of these 'Rooms' was 8s. Od.
- 15 *ibid.*
- 16 R.C.S. of E., Scrope to Spode, 25 June 1794. (App. p. 135).
- 17 B.M., Add. Ch. 9303. (App. pp. 107-109).
- 18 P.R.O., C33/370/pt II, refers to paving and the vaults and other repairs in this area.
- 19 P.R.O., C11/2662/1, Rich v. Shepherd, Complaint and Answer, (App. pp. 118-9).
'because the cellars unsatisfactory at C.G. [Rich] still has to melt his tallow at LIF'.

and

'There should be as many vaults to the out passage for coals and melting of tallow and stores as made under the street in LIF'.
- 20 Goodman's Fields Theatre, Capon's drawing, pl. XLIVa, note that although the building is not as long as LIF III, yet the stage is as deep as the breadth of the house.
R. Eudison, 'Capon and Goodman's Fields', T.N., vol. XIV, No. 4, 1960, pp. 127-132.
- 21 W.P.L., 'Theatre Royal Lincoln's Inn Fields Collection', p. 23.
The first landing supposed to be the stage level the ceiling there 14 feet high, 2nd landing 8 feet high, the third landing into the roof. [1823].
- 22 B.M. Eg. 2265 & 2266, 1724-1727.
- 23 See n. 27 above, Reconstruction of LIF I and II.
- 24 Garrick Club, MS., *op. cit.*, p. 90.
The benches in the pit were removed, the front and side boxes seemed to have suffered more than any other part of the house, they were indeed filled with lumber consisting of old scenery, planks, etc., The orchestra was except the seats perfect and many of the spikes which separated it from the stage were remaining.

- 25 Two estimates of the capacity based on an analysis of the Rich Account Books, 1726-1728, in the Harvard Theatre Coll. arrive at a variety of results.
- P. Sawyer, Notes and Queries, N.S., vol.I, July 1954, p. 290.
- Boxes, (including the stage boxes), 378; Pit 302; Slips 65; 1st Gallery 443; 2nd Gallery 200; total - 1403.
- Avery, London Stage, pp. xxxiii-xxxiv, averaging first 20 nights of The Beggar's Opera,
- Boxes 321; stage boxes 81; Pit 302; Slips 87; 1st Gallery 443; 2nd Gallery 199; total - 1433.
- Definition of 'slips', Avery, L.S., xliiii, extensions of the galleries towards the stage. Avery also mentions, p.lix, the pigeon holes in which three guards sat on 24 Oct 1726.
- Estimated capacity in above reconstruction,
- Boxes 318; Stage boxes 48; Pit 294-338; 1st Gallery 416; 2nd Gallery 304. (This includes slip seating and stage boxes are those in the proscenium not those on stage.) Total - maximum 1424.
- For estimated capacity at Covent Garden, Scouten, L.S., p. xxxii, total - 1400-1413.
- H. Pedicord, The Theatrical Public in the Time of Garrick, 1954, pp. 6-9, total capacity - 1356.
- 26 P.R.O., C11/2662/1, Rich v. Shepherd. (App. pp. 115-117).
- That there should be a plint on the fronts of the side boxes to raise them higher as at LIF, as also a capping on the partitions of the boxes.
- That there should be a partition to divide the centre of each box on the right hand and the left hand of the King's front box as at Lincoln's Inn Fields.
- R.C.S. of E., Rich & Tasburgh Agreement, 29 Nov 1714. (App. pp. 120-121).
- In addition to the 40 guineas in gold to Tasburgh Rich granted, Rich agreed to give Tasburgh and his wife (or any future wife) free entry to 'Plays Operas and all other Theatrical representations', to sit anywhere, 'Except in the King's Box or the Box so called or on the stage or in the Boxes thereon or behind the scenes', on all except the first days of new or revived performances or on Subscription or Benefit days; if Tasburgh does not make use of the privilege, his wife can take another with her; if he moves to the country, whoever is the new master of his house in Portugal Row has his rights of free entry, these rights to last for 39½ years from midsummer 1714 and if Riches renew their lease on the theatre these rights will be extended accordingly.

- 27 P.R.O., C11/2662/1, Rich v. Shepherd. (App. pp. 115-117).

That the partition at the back of the side boxes to be parallel with the walls and that there be as many benches in each box as Drury Lane.

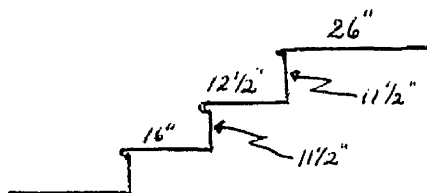
- 28 R.C.S. of E., 'Lincoln's Inn Fields etc. Historical Cuttings', MS p.38.

When the China warehouse of Messrs Spode and Copeland were purchased and . . . on taking the warehouse down parts of the old walls of the Lincoln's Inn Fields theatre were discovered and in a recess over the box entrance was found a terra cotta bust of Shakespeare, down the Pit entrance one of Ben Johnson - the latter was unfortunately destroyed - the former however was preserved entire and became the property of the late Duke of Devonshire who gave £150 to the College for it and whilst President of the Garrick Club presented it to that institution.

- 29 Garrick Club, MS.,

The first and second galleries both of which were by the by most admirably calculated to command a view of the stage were (except that many of their benches had been removed) in a tolerable state . . .

Steps in circle at Theatre Royal Bristol, circa 1766.



- 30 P. Sawyer, The New Theatre in Lincoln's Inn Fields, 1979, p. 15.

I. Mackintosh, The Georgian Playhouse, pl. I, note states similar opinion.

- 31 R. Fiske, English Theatre Music in the 18th Century, 1973, pl.IIIa.

The Georgian Playhouse, Exhibition Catalogue, Iain Mackintosh, 1975, pl. 14 and related notes.

Attributed Anon., Drury Lane, Thurmond playing Harlequin Dr Faustus, 26 Nov 1723.

- 32 Harlequin Dr Faustus, first produced at LIF III, 20 Dec 1723.

Corroborating evidence, Hogarth, 'The Bad Taste of the Town', Feb 1724.

- 33 The quartering of the Arms.
See fig.45 below, pt.III. Reconstruction of the queen's Theatre,
and on the theatre motto see n. 46 below.
- 34 Pl.XLI, 'The Masque at the Old House'.
The Musical Entertainer, vols. I and II, engraved George Bickham, junior,
1737/8. (B.M., K.10.b.12).
Vol.II, p. 67, 'The Masque at the Old House', is the continuation of
the song, score and lyric. The Taste of a Dialogue, music by Handel,
index, 'O my pretty Punchinello', p. 66.
Several Bickham engravings take scenes from Hogarth, e.g.,
The Darling Toppers, after 'The Rake's Progress', p. 22.
Poor Children These, after caricature of Senesino, p. 20.
The Merry Gregs, after 'Rehearsal of an Oratorio', p. 64.
- 35 Desmond Shaw-Taylor, Covent Garden, 1948, p. 9.
- 36 W.P.L., 'At the Theatre Royal Lincoln's Inn Fields', a collection
of Portraits, Scarce Musick Early Cuttings to illustrate History
of the above Theatre of the 17th and 18th Centurys. ff.792-9421, f.112.
- 37 Garrick Club, MS., op. cit., pp. 90 & 90v.
p. 90, The stage was in its whole length and extent tolerably
perfect, the traps would still operate. Some of the wings
were standing and one of the doors; the stage Boxes were still
to be seen,
p.90v, In size altho' it is difficult to judge of an empty theatre
it did not seem larger than the present in the Haymarket but it
was built upon the plan of the old Drury so much commended by
Cibber - that is to say that the stage stretched itself to nearly
to centre of the house greatly to the diminution of the pit but
still more to the advantage of the audience and actors.
- 38 *ibid.*
Spikes on apron similar to those depicted by Charles Mosley,
'The Modern Duel', 1747, C.G., pl.245, The Georgian Playhouse,
Exhibition Catalogue, ed. Iain Mackintosh, 1975.
- 39 For scenic requirements at LIF III see, especially in pantomimes,
S. Rosenfeld, Georgian Scene Painters and Scene Painting, 1981,
pp. 16-18, 51-52 and 65-70.
- 40 P.R.O., C11/2662/1, Rich v. Shepherd, for comparison of the treatment
of panelling.

- 41 P.R.O., C11/2662/1, Rich v. Shepherd, for reduction of Balcony and Boxes over the stage boxes to be lowered to 7'0" and the pigeon holes in proportion [at Covent Garden] . . . the partitions at the back of the side boxes to be parallel with the walls and that there be as many benches in each box as D.L. and that they are not arranged to see the stage properly.
- 42 *ibid.*, that there should be partitions to divide in the centre of each box in the right hand and the left of the King's front box as at LIF.
- 43 Comparative representations of proscenium arches with decorative figures as profile frontispieces,
for Drury Lane, Hogarth's 'A Just View of the British Stage',
for Covent Garden, S. of L., vol.XXXV, pls 41b, (Vandergucht),
41c, (Fitzgiggio Riots).
Also see Hogarth's, 'The Indian Emperor', 1731, pl.XLII.
- 44 Garrick Club, MS., *op. cit.*, p. 90, in 1757 one door still standing.
(*App. pp. 148 - 149*).
- 45 I realise that it might be argued equally well that this part of the drawing, as well as the figures, could be representing a trompe l'oeil frontispiece or false proscenium, cf. 1760 engraving by Vandergucht noted above, n.43, of Covent Garden.
- 46 UTILE DULCE VELUTI IN SPECULUM. Derivation of this motto, 'Omne tulit punctum, quae miscuit utile dulci', Byron, Don Juan, Canto XIII, 81, 8, ed. T.G. Steffan, E. Steffan and W.W. Pratt, Penguin Books, 1977, p. 722, note for this quotation from Horace, 'Epistola ad Pisones', Ars Poetica, trans. H.R. Fairclough, 1926, p. 478-9, as 'He has won every vote who has blended profit and pleasure'. I am grateful to Dr Charles Morris for this note.

P. Sawyer, The New Theatre in Lincoln's Inn Fields, 1979, p.15 refers, f.n.18, to 'To Diabelonlomenon etc.', 1723, Cibber, Booth & Wilks, but I have not been able to trace this work in The British Library.
- 47 Thomas Davies, Dramatic Miscellanies, vol.I, 1784, p. 247.
- 48 The Weekly Packet, 18 Dec 1714
G. Barlow, 'A First Night Prologue for the New Theatre Lincoln's Inn Fields', T.N., vol. (awaiting publication).
- 49 Advertisement 1725, B.L., The Daily Journal, 27 Sept. 1725.

50 The Complete Works of Henry Fielding, ed. T. Roscoe, 1888, p. 1051.

The Historical Register for the Year 1736, Act I, scene i,

Sourwit, during a break in the action, turns to Lord Dapper and asks for his opinion of the play so far. Lord Dapper who, not watching the rehearsal, had passed the time surveying the auditorium, replies,

Dapper, Really this is a very bad house.

Sourwit, It is not indeed as large as the others, but I think one hears better in it.

Dapper, Pox of hearing! one can't see - oneself I mean, here are no looking-glasses; I love Lincoln's Inn Fields for that reason better than any house in town.

51 The Weekly Journal, 22 Sept 1722.

52 B.L. Egerton 2265 & 2266, Rich Accounts. An alternative possibility might be the painter John Hervey. Appendix. P.R.O., C11/2661/8, Complaint and Answer, p. 114.

53 *ibid.*, Mr Verhuyck Statuary on account £5 (2nd Bill 28 Dec 1724)

Mr Verhuyck 9 days 15s Od. Sat. 13 Feb 1724/5

Mr Verhuyck Statuary on account £10. 0. 0. Wed. 31 Mar 1724/5

54 G. Beard, Georgian Craftsmen and their Works, 1966, p. 182.

Verhuyck, early 18th century, carver. Elizabeth Verhuyck claimed £134 in 1709, on behalf of her late husband for the work he had done at Boughton, Northants, and Montagu House, London. (Boughton Archives, Executors Account, 1st Duke of Montagu).

D. Green, Grinling Gibbons, 1964,

Anthony Verhuke mentioned along with others from Antwerp brought over by Grinling Gibbons to work with him at Windsor Castle.

N. Blakiston, 'notes on British Art from Archives IV', Burlington Magazine, 1957, p. 54. Refers to Privy Council Register, PC 2/68, pp. 29 and 42. 12 and 21 May 1679, Order to acquaint the Mayor of Windsor 'that his Majesty's late Proclamation is not intended against such Popish Recusants as, being strangers, are now employed in his Majesty's works there . . . including one Anthony Verhuke . . . servant(s) to Grinling Gibbons carver.

Young Verhuyck, Tom Thumb the Great, a little hero with a great soul, something violent in his temper, which is a little abated by his love for Huncamunca, Young Verhuyck. The Life and Death of Tom Thumb the Great, Fielding, Works, p. 872.

- 55 The Oxford Companion to the Theatre, ed. P. Hartnoll, 1967, p. 561.
- 56 B. Gascoigne, 'Shuffling the Schouwberg Scenes', T.R.I., vol.IX, No. 2, 1968, pls.8 & 9; or Hartnoll, op. cit., pl. 20.
G. Barlow, 'The Hotel de Bourgogne According to Sir James Thornhill', T.R.I., N.S., vol.I, No. 2, 1976, pl.II.
Rich Account Books, Eg. 2265-2266, show payment on 17 Dec 1724 to Mr Grimaldi for a pair of Glass sconces for Mr Ch. Rich, £1. 4. 0.
Covent Garden, engraving, 'Fitzgiggio Riots', 1763.
- 57 P.R.O., C11/2662/1, Rich v. Shepherd. (App. pp. 115-117).
- 58 Survey of London, vol.XXXV, p. 88, suggests that this development was undertaken between 1740 and 1760.
- 59 *ibid.*, pl. 43b.
- 60 Garrick Club, MS., op. cit., p. 90. (App. pp. 148-149).
- 61 For mechanical equipment see R. Southern, The Georgian Theatre, 1948, pl. 30, and for the thunder run, pl. 31.
For a description of scenes, particularly in pantomime, see S. Rosenfeld, n. 39 above.
- 62 For discussion of the P.S.A., Thomas Fort Drawing, see G. Barlow, 'Hampton Court Theatre, 1718', T.H., vol.XXXVII, No. 22, 1983, pp.54-63.
- 63 E.A. Langhans, 'Three Early Eighteenth Century Manuscript Prompt Books', Modern Philology, vol. 65, 1967-1968, pp. 114-129. Langhans discusses the notes in the promptbooks probably prepared by John Steed, for the following plays at LIF III,
L. Theobald, The Perfidious Brother, 1716; E. Settle, The Lady's Triumph, 1718; and T. Southerne, Money the Mistress, 1726.
- 64 Goodman's Fields Theatre, pl.XLV, drawn by Capon, 1802.
- 65 Garrick Club, MS., op. cit., p. 90. (App. pp. 148-149).
- 66 P.R.O., C11/2662/1, Rich v. Shepherd. (App. pp. 115-117).
- 67 Survey of London, vol.XXXV, pl. 53a.
- 68 W.P.L., 'The Theatre Royal Lincoln's Inn Fields Coll.', p. 23, also fig.27 above.

- ⁶⁹ P.R.O., C11/2662/1, Rich v. Shepherd. (App. pp. 115-117).
- ⁷⁰ Garrick Club, MS., op. cit., p. 90. (App. pp. 148-149).
- ⁷¹ Timbs, op. cit., p. 668; cited by D'Arcy Power, op. cit., p. 1054 and Gordon, op. cit., p. 336.
- ⁷² W.P.L., 'The Theatre Royal Lincoln's Inn Fields Coll.', p. 23.
- ⁷³ R.C.S. of E., indentures of conveyance dated 1794, 1795 and 1797. Similar restrictions were placed on the windows built into the extension on to the Tasburgh land in 1718. See conveyance and agreement in Appendix, p. 121.
- ⁷⁴ Timbs, op. cit., p. 688.
- ⁷⁵ R.C.S. of E., Rich-Tasburgh Agreement 29 Nov 1718, (App. pp. 120-121).
Tasburgh allows Rich 'to open two lights that have been made' by the late Christopher Rich 'and are now stopt up in the stairs' of the New Theatre, looking towards Tasburgh's back house, but so as not to overlook or be offensive to him, by use of 'Blinds curled or crimp Glasse' and only for as long as the new 'Fabricke shall continue to be a playhouse'.
- ⁷⁶ P.R.O., C11/2662/1, Rich v. Shepherd. (App. pp. 115-117).
- ⁷⁷ See n.25 above.

The Queen's Theatre in the Haymarket

1705 - 1709

By Beauty founded, and by Wit design'd.
Your own magnificence you here survey,
Majestic columns stand where dunghills lay,
And cars triumphal rise from carts of hay.

Garth.

A Lay-stall this, Apollo spoke the Word,
And straight arose a Playhouse from a Turd.

Defoe.

Harmonious pair! Well were you pointed out,
To bring wth art ye wondrous work about

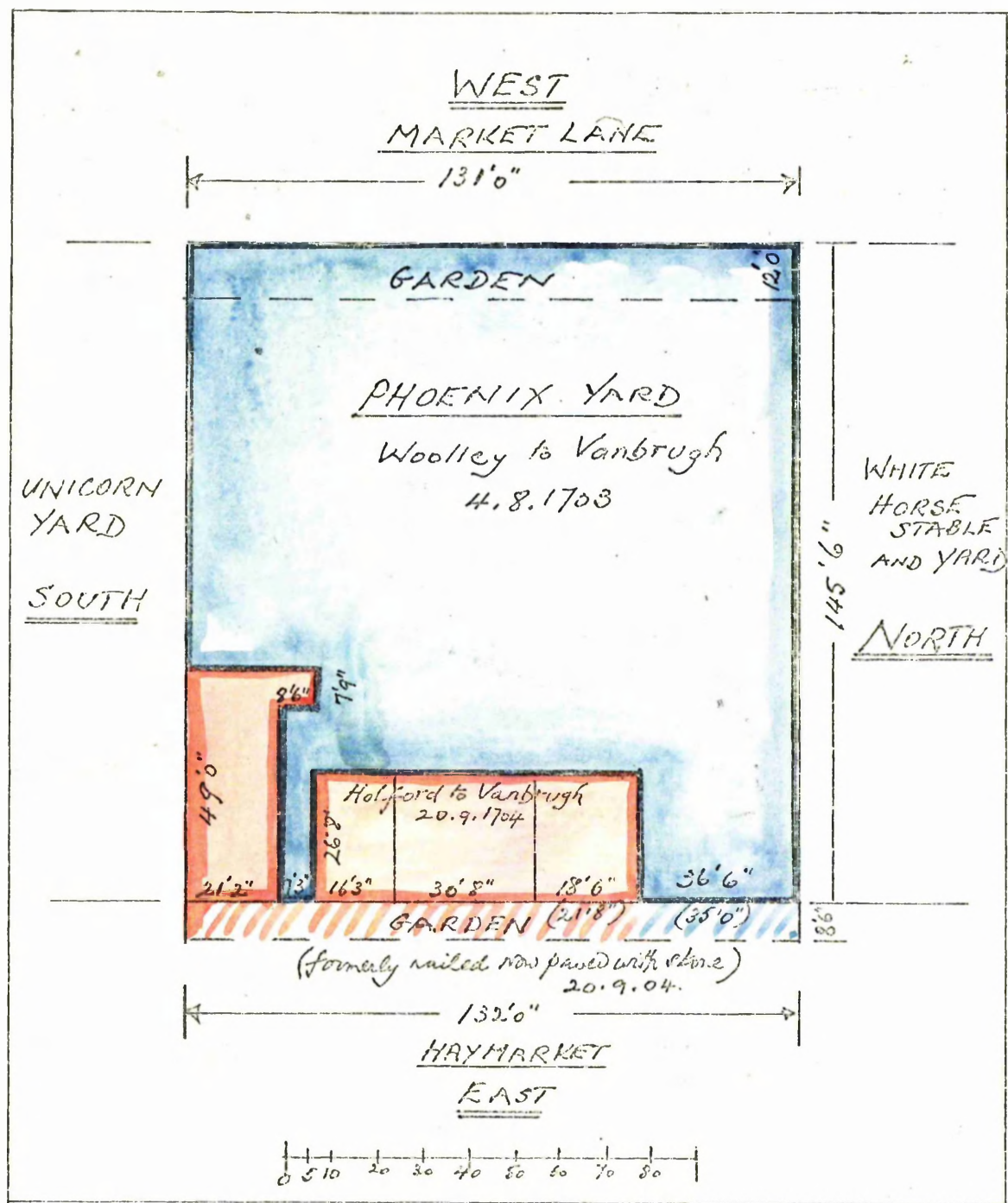
Anon.

The Queen's Theatre in the Haymarket
Land Purchase, Subscribers and Controversy

In this section introducing the Queen's Theatre in the Haymarket discussion will be limited to a reappraisal of first, the purchase of the plot on which the theatre was built; secondly, the raising of capital by subscription and the atmosphere of 'friendly' rivalry or animosity emanating from the press and from the stage of the Theatre Royal Drury Lane. These details will be drawn together finally in the events surrounding the first night of the new theatre. Having cleared this ground the architecture of the theatre will be considered. Several commentators have touched upon these aspects individually and to varying depths but none has gathered the background material together to enable an overall reassessment.¹

The Land Purchase

There has been probably no theatre built without some difficulty, but the years 1703-5 seem to have been fraught with problems on all sides for Vanbrugh. The earliest mention of the venture comes from correspondence between Vanbrugh and Jacob Tonson,² two letters of confident excitement which though introducing the subject, neglect to give any information as to the months of planning that had preceded the negotiations for the site. The first letter is dated 15 June 1703 and the second, 13 July of the same year. It will be noted that at that time Tonson was in Amsterdam and it appears, from the news that Vanbrugh provided, that Tonson was not very well informed as to the business in hand. This fact, in itself, should have alerted some doubts in the minds of commentators³ as to the role of Tonson as treasurer for the undertaking. In the first letter Vanbrugh wrote,

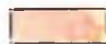


PHOENIX YARD 1703

Fig. 32, Plan showing the divisions of Phoenix Yard, 1703.



Woolley Property



Holford Property.

I have finished my purchase for the Playhouse, and all the tenants will be out by Midsummer-day [24 June]; so then I lay the corner stone; and tho' the season be thus far advanced, have pretty good assurance I shall be ready for business at Christmas.⁴

Two points emerge in this letter, the first is that Vanbrugh would soon be engaged in the actual building of the Playhouse and he would have cleared the site and excavated sufficiently to start laying foundations. The second point is more important with regard to the scope of the site and the proposed theatre to be built upon it. Indeed the first line gives the lie to theories that Vanbrugh had to tailor his theatre to a smaller plot than he would have wished because he was prevented from achieving all the land he required in the first instance.⁵ It is suggested that though the business would have proceeded more smoothly had Vanbrugh purchased the whole of Phoenix Yard in one transaction, the initial purchase referred to in this letter was sufficient for his theatrical needs. The plot and its divisions are shown in pl.XLVIIIa, and fig.32 respectively. This fact is borne out in the following letter to Tonson who was still in Amsterdam,

Mr Wms has finish'd all the writings for the ground for the Playhouse they will be engross'd and I believe Sign'd on friday or Satterday; wch done, I have all things ready to fall to work on the Munday. The ground is the second Stable Yard going up the Haymarket I give 2000 for it, but have lay'd such a Scheme of matters, that I shall be reimburs'd every penny of it, by the spare ground; but this is a Secret lest they shou'd lay hold on't, to lower the Rent. I have drawn a design for the whole disposition of the inside, very different from any Other House in being. but I have the good fortune to have it absolutely approv'd by all that have seen it. However I'll willingly be at the expense of a draught of that where you are if you'll give yourself the trouble to order it. The book you mention wch I wanted you'll oblige me to get. Tis Palladio in French, wth the Plans of most of the Houses he built. there is one without the Plans, but 'tis that with'em I would have.⁶

Useful insights to the workings of Vanbrugh are revealed in this reply to Tonson. Here, in confidence to Tonson, he stated his true intent; something that does not always come through the litigation to which reference will be made below. Apart from the same keenness to build mentioned in the earlier letter, Vanbrugh did not at this stage anticipate any problems regarding the actual purchase of the land lease. At the same time he related that he was not being entirely honest with his confederates, intending to use part of the land on their behalf and the rest for his own private benefit. 'They', the future residents of the theatre had obviously agreed to the rental before Vanbrugh undertook the development.⁷ Here Vanbrugh revealed that 'the spare ground' was already part of his own private overall plan and was therefore never intended to be part of the theatre.⁸

Other inferences that may be drawn from this letter concern the architecture of the theatre. First, at this date Vanbrugh had already designed his theatre and it was 'very different from any Other House in being'. One may assume that there was not only a drawing but also a model of this unusual theatre. Secondly, although he was obviously pleased with the praise and approval this new theatre had received in draught form, he was not averse to modifying it should there be anything in the plan of the Amsterdam Schouwberg that he found worthy of imitation or inclusion.⁹ This point will be elaborated upon during the discussion of the influences upon Vanbrugh's theatre architecture when attention will also be given to his use of, or interest in, Palladio at this stage in the development of the theatre. The third point touches on that already indicated above regarding Tonson's involvement with the building of the theatre. Clearly if Tonson were engaged with others in this

operation it hardly seems likely that Vanbrugh would have divulged to him secret financial manipulations, or, if he had been, he was surprisingly ignorant of that to which he was a party. In fact it will be shown that there were three separate parties involved in this project, each with their own individual interests, first Vanbrugh as 'Under-taker';¹⁰ second, the subscribers, as patrons with no financial interest; and thirdly, the future company of actors managed by Betterton, Vanbrugh and Congreve, who were to rent the theatre.¹¹

Attention will now turn to that 'second Stable-Yard going up the Haymarket' that was to become the Queen's Theatre in the Haymarket.¹² The purchase of the leases of this plot, Phoenix Yard, pl.XLVIIIa, and fig.32, was not without its difficulties and they are recorded in surviving Chancery Bills cited below.

That part of the Haymarket upon which the Queen's Theatre stood and upon which Her Majesty's Theatre stands today, was and is Crown land. In the early 1700s this particular plot, Phoenix Yard, was held on lease from the Crown by the Earl of St Albans, and his trustees had in turn assigned leases to others. This fact was the root cause of Vanbrugh's early problems when entering upon the purchase of the leases mentioned in the letters to Tonson. The events discussed there did not work out smoothly, for the inn yard was held by two lessees, William Woolley and Thomas Holford. William Woolley presented no difficulties and Vanbrugh's negotiations with him seem to have proceeded apace to both parties' satisfaction. The date of the transfer of this assignment, 4 August 1703, accords fairly well with the Vanbrugh-Tonson correspondence, and it will be noted that Mr William Williams' signature is among those who witnessed the transaction.¹³ The assignment recites previous leases down from 1690 through various hands until 1695 when Woolley had acquired the remainder

of the term of thirty-nine years. This part of the inn yard was the larger of the two plots into which the yard was divided and it was upon this site that the original playhouse was built. The actual area of the inn yard and its constituent parts are shown in fig.32, where the plan shows that by this transaction Vanbrugh acquired a plot more or less square, 131'0" on the west side along Market Lane, on the north side adjoining the White Horse Stable Yard and on the south adjoining Unicorn Yard the length was overall 145'6", and on the east side the Haymarket dimension was about 132'0". But excepted out of this area was that land on the Haymarket side that was held under lease by Thomas Holford who, realising his importance in Vanbrugh's scheme of things, held out in order to obtain the best price he could.

This transaction will be considered after noting two points of information from the Woolley-Vanbrugh assignment, first, the involvement of Vanbrugh's brother, Carleton; and second, that Hawksmoor was to act as trustee. It will be found that in the Holford controversy Carleton Vanbrooke alias Vanbrugh was rejected as a fit person to stand security for John Vanbrugh since Holford claimed Carleton Vanbrugh 'was a single man and noe house keeper and no more than a lodger'.¹⁴ Woolley did not find these factors a disqualification. This mention of Nicholas Hawksmoor is the only occasion on which his name is associated with the theatre, but it will be argued below that his hand can be seen in the styling of certain parts of the building, and it should not be forgotten that it would have been difficult for Hawksmoor not to have had some influence upon Vanbrugh at this time since they were both colleagues in Sir Christopher Wren's office.

The thorn in Vanbrugh's flesh during this building period was Thomas Holford. Several documents show that this irritation remained active for some months but it did not cause any real worry for the future of the

theatre although Vanbrugh did make some pretence to that effect.¹⁵

The burden of this rather tedious battle between Vanbrugh and Holford, the opening shot coming in August 1703, is as follows,

Vanbrugh having a design to erect a fabrick or building on the ground called Phoenix Yard in the Haymarket . . . did enter into a treaty with William Woolley, citizen and haberdasher for the purchasing his interest in the said yard but your orator perceiving that the said yard was not large enough for the buildings which your orator intended to erect upon the same yard and being informed that Thomas Holford citizen and baker of London was possessed of an interest in for a long term of years of certain houses and buildings and grounds between the said yard called Phoenix Yard and the Haymarket . . . and finding that the said ground was convenient for the design Vanbrugh in or about the month of May last past entered into a treaty with Holford for taking an assignment or purchasing a lease off Holfords interests the same promised a certain rent and did deffer entering into any agreement with William Woolley for his interest in the ground called Phoenix Yard until Vanbrugh should come to a perfect agreement with Thomas Holford. . . .¹⁶

This agreement was drawn up by a Mr John Mould on the 7 June 1703.

Vanbrugh further claimed that he had entered into various conditions with Holford's undertenants in order to facilitate the transaction as swiftly as possible. Yet Holford had refused to stand by this agreement, raising many objections, and finally that he would not 'perform the same unless Vanbrugh will pay some extravagant and unreasonable sum or sums unto the said Holford.'¹⁷ Additionally Vanbrugh explained that he 'hath not only been prevented beginning his building upon the premises this season and by that means has lost one years rent of his said intended building which Vanbrugh doubts not to prove but to a moderate computation will amount to the sum of £1000.'¹⁸ Vanbrugh then proceeded to ask what he was supposed to do with the Woolley property and the old ruinous houses thereon that were absolutely useless if he could not acquire the whole inn yard.

Vanbrugh was obviously painting as black a picture as he possibly could in order to persuade the court to act favourably on his behalf and in doing so drew a veil over his true intentions. This bill relates that Vanbrugh's early advances into Phoenix Yard date from May 1703. The business with Woolley was satisfactorily concluded by August that same year and Vanbrugh did, contrary to his statement recited above, proceed with his building programme. This is clear from the Holford complaints that followed down to 20 September the following year, 1704.

Holford's Answer to Vanbrugh's Complaint 13 Oct 1703,¹⁹ claimed that he, Holford, agreed to lease the premises to Vanbrugh at £80 p.a. on certain further conditions, namely that Vanbrugh should guarantee making up the term of the lease to 99 years, or if in default, he was to pay Holford £200, but he wished Vanbrugh to enter into a covenant that Vanbrugh would keep the existing premises 'in tenantable repair' for he denied that they were ruinous. Apart from creating a further difficulty by not accepting Vanbrugh's brother as security, he claimed that Vanbrugh intended to pull down a great part of the buildings and convert them into part of a playhouse and thereby alter the nature and estate of the buildings which ought not to be done. It would seem that Vanbrugh was not willing to comply with these demands and nothing appears to have happened until the following year when the story was continued by Holford defending his houses and stable against Vanbrugh.

In his petition, 21 June 1704, Holford described the progress of the playhouse particularly that Vanbrugh was confederating with Thomas Yeomans and Richard Billingshurst, brickmakers and builders,²⁰ and that they

have lately begun to erect and build a certain great building of brick of a very excessive largeness by which all the said Phoenix Yard is taken up and filled . . . if the building is erected to intended dimensions

the light of the four houses will be obstructed . . . the houses become totally useless . . . the inn will be utterly useless and no longer continue . . . they have threatened the tenants causing one to leave his house which has stood empty for a year and other tenants say they will leave . . . Vanbrugh refuses to undertake to keep the said messuages in repair and intends to demolish them . . . Vanbrugh has prolonged the negotiations and meanwhile hastens to the erection of the building . . . if Vanbrugh does not agree to the repairing lease the early agreement to be cancelled and that the existing building be demolished and the yard thrown open again.²¹

Holford claimed that since the building of the playhouse the right of way across the yard from the Haymarket to Market Lane had been obstructed and therefore lost, along with certain other privileges held in common by the tenants of Phoenix Yard, namely the use of the yard for 'putting their dust and ashes on the dunghill there' and the pond and pump and house of office situated in the yard. Clearly Holford had a point, and Vanbrugh must have been making life very difficult for Holford's tenants, and in spite of Holford's delaying tactics, he was proceeding steadily with the construction of his playhouse; the foundation stone was laid with some ceremony on 18 April 1704.

However there was a hearing of this dispute between Vanbrugh and Holford in order to settle matters and on Wednesday 5 July 1704 the old arguments were recited for the last time.²² Judgement of the court was in Vanbrugh's favour for he was not ordered to withdraw from Phoenix Yard as Holford would have wished and requested, but the court ordered that if the parties could not settle the matter amongst themselves, the court would settle and apportion the value of Holford's whole interest in the premises and Vanbrugh would pay according to that ruling, whereupon Holford and Hunt, Holford's trustee, would convey their title to the premises to Vanbrugh or who ever he appointed.

On 20 September 1704 Thomas Holford conveyed to John Vanbrugh,

the said four messuages one of which divided in two and a stable . . . for £1120 down for the whole term granted by the Lord of St. Albans Trustees without reserving any rent for the same, so that the premises in the petitioner's [Vanbrugh] possession doth contain a regular piece of ground of 132'0" in front and about 145'0" in depth as the petition mentions and 8'6" more next the Haymarket formerly railed in and now paved with stone . . . ²³

This site is illustrated in fig.32, and it will be discussed more fully below in connection with the actual construction of the theatre. Finally, after an eighteen month struggle with Holford, Vanbrugh had now acquired the site he had originally sought, paying no more than he had expected when writing to Tonson, £1120 to Holford, £750 to Woolley as well as £50 p.a. rent on the latter. This sum and the building costs, for which there are no figures, he expected to regain from the rents derived not only from the theatre but also from the houses in the Haymarket.²⁴ In the event he was not to make a fortune from this venture but probably, in the long term, as a result of his determination to encourage a taste for opera, he actually lost money. But he did have twenty-nine subscribers, each contributing their one hundred guineas to the building fund which must have off-set the initial charges considerably, in fact by £3117. 10s, and it is to these gentlemen that attention is now turned.

Notes, pp. 256-266.

- ¹ Ed. F.H.W. Sheppard, Survey of London, vol.XXIX, part I, 1960, pp. 213-250.
 D. Nalbach, The King's Theatre 1704-1867, 1972.
 D.C. Mullin, 'The Queen's Theatre, Haymarket: Vanbrugh's Opera House', Theatre Survey, vol.VIII, No. 2, 1967, pp. 84-105.
 J. Milhous, Thomas Betterton and the Management of Lincoln's Inn Fields 1695-1708, 1979.
 'New Light on Vanbrugh's Haymarket Theatre Project',
 Theatre Survey, vol.XVII, No. 2, 1976, pp. 143-161.
 S.S. Kenny, 'Theatrical Warfare 1695-1710', T.N., vol. 27, 1973, pp. 130-145.
- ² Ed. G. Webb, The Complete Works of Sir John Vanbrugh, 1928, vol.IV, Letters.
- ³ K. Lynch, Jacob Tonson Kit-Cat Publisher, 1971.
- ⁴ Vanbrugh Works, op. cit., p. 8.
- ⁵ Mullin, op. cit., pp. 88-101, especially p. 101, and the mis-attribution of pl.LIVb, from 1790 to 1703-1705, as Vanbrugh's projected design had Vanbrugh acquired the additional Holford land and further funds.
- ⁶ Vanbrugh Works, op. cit., p. 9.
- ⁷ Earliest date recorded for the higher rent, Vanbrugh Accounts in K. Downes, Vanbrugh, 1977.
- ⁸ Apart from the yard being used as the entrance on the eastern side to the Queen's or King's Box, this area was never part of the first theatre. It was, after the fire of 1789, absorbed into the theatre designed by Novosielski, 1791. For the later lease of these houses coming to the proprietors see, P.R.O., LC 7/3 f.217, (17 July 1783). Originally these premises Vanbrugh, I believe, had conceived as a source of additional private income which would help off-set the expenses of the theatre. Vanbrugh used these houses repeatedly when requiring money, mortgaging them and later leasing them to John Potter, (6 Oct 1719, MLR 1720/2/241), who rebuilt them and sold them the following year; they remained till demolished in 1793-4, see Capon Sketch, pl.LI, 1783, for they survived the fire in 1789. Mullin, op. cit., pp. 87-101, confuses this illustration, also see Nalbach, op. cit., pp. 78-79.

- ⁹ The Schouwberg Theater, Amsterdam, 1665, Jan Vos,
For illustrations and descriptions see,
B. Gascoigne, 'Shuffling the Schouwberg Scenes',
T.R.I., vol.IX, No. 2, 1968, pp. 88-104, and
P. Hartnoll, The Oxford Companion to the Theatre, 1967, pl. 26.
- ¹⁰ J. Milhous, Theatre Survey, vol.XVII, No. 2, 1976, p. 145, confuses the subscribers for the 'Undertakers'.
- ¹¹ J. Milhous, Thomas Betterton, 1979, examines the administration and finances over the period 1695-1708, i.e., this transitional period.
- ¹² The 'second stable yard going up the Haymarket'. This location chosen by Vanbrugh has received criticism from contemporaries and has been misunderstood by recent commentators. Cibber, Apology, vol.I, p. 322, wrote regarding the situation, 'for at that time it had not the advantage of almost a large city, which has since been built in its neighbourhood'. Certainly it was further to the west of London than any theatre built before or since the Restoration, at which time Drury Lane had been the mean between the City and Westminster. Milhous, T.S., p. 148 and pp. 154-5, is more understanding than Nalbach, op. cit., 4-5, or Mullins, op.cit. pp. 89-90, who follow Cibber. But one factor influencing Vanbrugh and one not yet considered, was the fire that burnt down a large part of Whitehall including the Great Hall in 1698. Vanbrugh in the Surveyor General's Office was well aware of the King's movements and the probability that Queen Anne would move away from Whitehall to St. James's Palace. There was no Royal theatre in that residence. I suggest that Vanbrugh as architect and developer was fully aware of this situation and was far-sighted enough to anticipate the development of St. James's and the West End.
- The following observation comes from The Muse's Mercury, December 1707, p. 187.

For the masters and performers employed for the stage have at last prevailed, that the house in the Haymarket should be taken up wholly for operas and that in Drury Lane for plays. At that in the Haymarket, operas will be performed twice a week for nine months in the year, and plays as usually at the theatre in Drury Lane. Perhaps the distance of the house in the Haymarket from the scene of business in the City was to its disadvantage. For 'tis very certain, that a very good part of the audience for plays came from that part of the Town, where Mr Collier's arguments prevailed most, as for operas, the expence of that diversion is a little too great for such as declare for exact economy; and as the Great chiefly encourage them, they are now nearer than ever to their Protectors. Before this argument was made, there were divisions among the performers, which prevented any operas being played

till 'twas late in the season. But now 'tis hoped they will understand their mutual interest as well, as by doing justice to one another, enable themselves the better to do justice to the Town. The opera has been since it has been under the present management, and is now in a fairer way to live than ever.

This quotation has been cited in full since it also bears upon other important managerial problems between the two companies.

- 13 P.R.O., L.C.C.R.O., E/WOO/1, Woolley to Vanbrugh, 4 Aug 1703. (App. pp. 159-160).
- 14 P.R.O., C6/338/78, Holford Answer, 13 Oct 1703. (App. pp. 166-167).
- 15 *ibid.*, Vanbrugh Complaint, 14 Aug 1703. (App. pp. 161-165).
- 16 *ibid.*, this draws particular attention to the fact that Vanbrugh did have sufficient ground for his theatre but the Holford premises were an investment.
- 17 *ibid.*
- 18 *ibid.*, Vanbrugh Complaint.
- 19 *ibid.*, Holford Answer.
- 20 Richard Billingshurst worked with Wren and Vanbrugh on several occasions, Greenwich Hospital, 1695, 1701 and 1712; St Paul's Cathedral dome, and with Yeomans, was a master brick layer of Hampton-on-Thames; Survey of London, vol. XXIX, p. 224, n.s. 10-16, and refer also to Wren Soc., vol. VI, 1929, pp. 31, 42-3, and 66; Wren Soc., vol. XV, 1938, p. xviii. Recently in K. Downes' Vanbrugh, 1977, pp. 180-233, are published Vanbrugh's Accounts during the period 1715-26 in which are references to both Billingshurst and Yeomans, although not all these entries necessarily relate to building activities at the theatre.
- 21 P.R.O., C10/507/78. (App. pp. 168-9).
- 22 P.R.O., C33/301, f.421v. and f.422. (App. pp. 170-171).
- 23 P.R.O., LRRO 63/23 p. 357, petition citing the lease Holford to Vanbrugh, 20 Sept. 1704. (App. pp. 174-5).
- 24 *ibid.*, apart from the rents to the Crown there was also the fine of £200 on receiving the further 50 years lease in addition to the terms already extant. Vanbrugh derived income also from the rents of the vaults beneath the boxes in the theatre and those behind the 18d gallery, P.R.O., LRI/282/190v., 13 Oct 1720, J. Vanbrugh to Charles Vanbrugh. (App. pp. 186-7).

Vanbrugh and the Subscribers

There are two documents that provide information allowing a more perfect judgement of the contemporary criticism levelled against the building of the Queen's Theatre, those who subscribed to it, and the terms to which they set their hands. As in other matters this area is not without certain confusions but an attempt is made here to clarify the situation. First there is the covenant drawn up by Vanbrugh which is undated but internal evidence would suggest an earlier date than the second document, another covenant, dated, signed and sealed by Vanbrugh on 8 May 1704. It is the first of these covenants that lists the names of those who, it would appear, had agreed to subscribe to the building of the theatre but the terms of this contract were quite different from those of the later bond that Vanbrugh undertook with the Duke of Newcastle. The two documents are given in full below and discussed subsequently. At some later date this first covenant was entitled, in secretarial hand, 'The Names of the Subscribers to the building a New Theatre in the Haymarket',

We whose Names are underwritten, do Promise to pay One hundred Guineas each, towards the building a New Theatre in or near the HayMarket, at four equall Payments. Vizt: the first, upon the Signing the Lease for the Ground; The Second, when the Walls are Twenty Feet high; The Third, when they are carryed up to the Roof, and the Fourth, when the Building is Cover'd. And we do consent and Agree, That if any One of us, Shall fail to make the said Payments accordingly (or at farthest, within three months after the time mention'd) He shall lose his Claim of Seeing all Plays and Operas Gratis & which by an Instrumt: deliver'd to him by the Undertaker, he is Otherwise entitl'd to.

Somerset, Devonshire, Richmond, Newcastle, Lindsey, Bolton, Carlisle, Darwentwater, Kent, Cholmondeley, Bedford, Hallifax, Essex, P. Bertie, Manchester, Edw. Coke, Kingston, Grafton, Cornwallis, Edmd Dunch, Hervey, Hartington, Conway, Wharton, Abingdon, Ormond, Woodstock, Kildare, Edm. Denton.¹

The second and later covenant was addressed to the Duke of Newcastle,²

Whereas I John Vanbrugh of Whitehall in the County of Middlesex Gent. have purchased a certain piece or parcel of ground in the Parish of St. James's Westminster with intent upon the said ground to Erect and Build a Theatre; And whereas . . . His Grace John Duke of Newcastle . . . hath agreed and subscribed to the payment of one hundred guineas to me the said John Vanbrugh towards the building thereof, In consideration of which said hundred guineas He the said . . . Duke of Newcastle . . . is intituled to ye liberty of the House when built (for himself only) to see all Plays and Opera's gratis, that shall be performed on the account of the Company of Players or Musicians who shall rent it of the Undertaker or his assigns.

And it is also agreed upon the aforesaid condition of one hundred guineas, paid to me the said John Vanbrugh, That the said House shall be applyed to any particular use of Entertainment by Musick or otherwise, for the space of ten days each year, to be disposed of as by the Majority of the Subscribers (or any number appointed by that majority) shall be directed. Notice being given to me the said John Vanburgh or my assigns ten days before they shall have occasion for the said Theatre. In pursuance of which said agreement and condition I the said John Vanbrugh do for myself my Executors Administrators and assigns promise and agree to and with the said . . . John Duke of Newcastle . . . That I will not let or demise the said Theatre to any person or persons whatsoever wth out reserving to the said . . . John Duke of Newcastle . . . The liberty of seeing plays and opera's gratis as above mentioned, and the aforesaid liberty to the subscribers or the Majority of them, of the ten days use each year of the said theatre.

And for the True performance of all the covenants herein contained on my part I doe hereby bond myself my heirs Executors and Administrators to the said . . . John Duke of Newcastle . . . in the penal sum of Two hundred pounds In witness whereof I have hereunto set my hand and seal the . . . Eighth . . . day of . . . May . . . in ye . . . third year of the Reign of our Sovereign Lady Anne by the Grace of God of England, Scotland and France Ireland Queen Defender of the Faith Anno Dom 170 4

John Vanbrugh Seal

Sealed and delivered (this paper being stamped with two sixpenny stamps) in

the presence of John Tidcombe)
Willm Congreve) Signatures

On the verso there is the acknowledgement of the Duke's first payment,

May the 9th 1704, Rec'd Five and Twenty Guineas for the first Payment of the within mention'd subscription

Pd John Vanbrugh

The secretarial note on the document is as follows,

Mr Vanbrook's Article Whereby he grants My Lord Duke
of Newcastle divers privileges in the intended Theatre
to be built in the Haymarket

In Consideration of 100 Guineas

The document is duly stamped and sealed, though I do not know if this is Vanbrugh's seal at this date, however, this is clearly a more formal covenant than the first. The first is throughout in Vanbrugh's hand;³ the second is the work of a clerk but all the additional particulars are in Vanbrugh's hand as well as the note regarding the signing and sealing and the verso note of receipt of the first instalment.⁴

The claim made above that the first document (NUL) given here is the earlier rests upon two facts. First, the payments made by the subscribers did not follow the pattern set out in that covenant but accorded to another which was not included in the second (BL), whereas the second (BL) covenant bound Vanbrugh to preserve the subscribers' privileges should he sell or mortgage the theatre. The first had nothing to say on this account and yet when Vanbrugh made over the theatre to his brother Charles, 13 Oct 1720, that assignment⁵ included the following exception,

and saving and reserving also to and for such of the nine and twenty subscribers toward building the said House or Theatre who are still living and also for the Honourable Albermarle Bertie Esq to have receive and enjoy the benefit of Entry and seeing all plays and operas Gratis in the said House and of enjoying all other privileges during their respective lives in as full manner as by the articles agreed on between them and the said Sir John Vanbrugh they are to have . . .⁶

The fact that the BL document is dated, sealed and stamped, does add considerable weight to its being the final agreed contract between Vanbrugh and the subscribers rather than a draft of such a covenant which would seem to be the case of the first, NUL document.

If the NUL document serves any purpose at all it is that it provides the only source that has yet come down for the actual personalities involved in the subscription. Previously one relied on the apparently erroneous information given by Cibber that there were thirty subscribers,⁷ and the fortuitous discoveries of payments made by individuals concerned. Further, even if the payments were not made according to the programme anticipated by Vanbrugh this early covenant does not lose credibility with regard to the list of subscribers for not only is it written by Vanbrugh but the subsequent document of 1720 clearly states that there were twenty-nine subscribers. It must be admitted that the twenty-nine persons named in the first document need not have been the same as those who ultimately paid their dues, but since only those whose names appear on the list have been found to have subscribed, one must accept that list until it is proved inaccurate.

There is another aspect in which this NUL covenant is important. It reveals the expectancy Vanbrugh entertained regarding the building operation and possibly indicates delays and his disappointments in the progress of construction. Additionally, it shows that Vanbrugh had to concede to his subscribers more than he has initially considered necessary to obtain their money.

Although it is not possible to place a precise date upon Vanbrugh's first proposals it is possible to narrow down the time within a few months during 1703, indeed a full ten months before the BL document of 8 May 1704. From internal evidence, it can be shown that the NUL covenant was drawn up after March 1703. This is deduced from the fact that it was not until that date that Edward Seymour took the name of Conway. Edward Seymour-Conway, born 28 May 1679 and second son of Sir Edward Seymour, Bt., was heir to Edward, Earl of Conway in 1683, but he was not created Baron Conway of

Ragley until 17 March 1703, and Baron Conway of Killultagh on 28 June 1703.⁸ Vanbrugh completed his negotiations with William Woolley for the lease of that part of Phoenix Yard that was to bear the theatre on 4 August 1703, and the first payment was, according to the covenant, payable on that date. It might be objected that Vanbrugh had not completed his negotiations with Holford until 20 September 1704 and that therefore that date might be the relevant occasion, but it will be found that the NUL covenant was drawn up at some point between 17 March and 4 August 1703 and, while for some unknown reason the articles of the covenant were rejected, the subscribers remained faithful to the cause. Certainly under the terms of the BL covenant they were to gain more than was offered in the first. Consequently it seems that their payments were to be regulated by the calendar rather than the progress of the construction that was set out in the NUL covenant. Since Vanbrugh's letter to Tonson is dated 15 June perhaps one should limit the period still further if one were to believe that Vanbrugh had everything tied up by that date.

There were in the press reports covering the activities of the projectors of the new theatre several allusions to the fact that the subscribers were slow in honouring their part of the bargain and these reports, along with others, will be treated later. But here it might be sufficient to show that although one payment might have been late, those that have come to light occur with a certain regularity.

Of the twenty-nine subscribers evidence is available for only four that paid all or part of their subscription. Two other subscribers have been found to have paid Vanbrugh fifty guineas within the time under discussion but there is no certainty that these sums were for this purpose. It must be observed however that it is fortunate to find any formal evidence, for whatever the form of the receipt, of the instrument, given

to the subscriber to allow him access to the theatre, this token was only valid for him alone during his life, and therefore since it was not heritable it was liable to destruction once he died.

The four subscribers for whom there is incontrovertible evidence of having paid are as follows, the Duke of Newcastle, the Earl of Carlisle, Baron Hervey and the Marquis of Hartington. Newcastle received, as discussed above, a formal bond along with his first payment of twenty-five guineas. This is the only recorded payment on his behalf to have come to light at the moment. That portion of the hundred guineas was acknowledged on 9 May 1704, three weeks after the laying of the foundation stone on 18 April. Laurence Whistler noted a similar payment of twenty-five guineas made by Carlisle entered in the Castle Howard accounts but gives no date or the form this entry takes.⁹ If it is an account book entry pure and simple then it takes its place with those entries in the diary of Hervey.¹⁰

Hervey provided the most information of all subscribers for his entries are accompanied by useful notes.

30 May 1704, Paid Mr Vanbrooke ye first payment of my subscription in money for building ye new Theatre in ye Haymarket (ye whole being one hundred buineas) for which I am to have the privilege of ye House gratis during my life, £26. 17. 6.

15 Jan 1705, Paid Mr Vanbrooke my 3rd payment, which with ye 2nd paid Mr Vice Chamberlain Bertie, 25 Aug 1704 by Chambers is £53. 15. 0.

Later than the payment of Newcastle but nevertheless in May 1704, Hervey made his first payment 'in money', the second was on 25 August and the third 15 January 1705 which sequence of payments would take the final instalment up to March-April, the time of the public first night. This would provide, for Hervey, if no one else, a quarterly scheme of payment. The entry for 30 May 1704 does not add anything new to one's knowledge of

the terms of the covenants, but neither does it negate them. This run of payments does show that the first scheme of Vanbrugh's was rejected and the payments followed the laying of the foundation stone, not upon the signing of the lease for the ground.

The Marquis of Hartington seems to have held out paying his dues until 7 May 1706. This seems a long time after the event and one wonders about the date. Perhaps Hartington had paid part of his contribution in the accustomed way and did not pay his last instalment until some time after the closing date and that payment was not acknowledged immediately by Vanbrugh. This information comes from a note in the Chatsworth Correspondence,¹¹

May ye 7th 1706. I Acknowledg to have rec'd one hundred Guineas from my Lord Marquis of Hartington in full for his subscription towards building the New Theatre in the Haymarket.

J. Vanbrugh.

The two subscribers for whom payments have been found of fifty guineas to Vanbrugh are Edmund Dunch and Sir Edward Coke and although the evidence is slim it has some support. Both Dunch and Coke banked with Thomas Childs and their accounts show these payments. For Dunch the 1698-1705 ledger¹² gives one payment to 'Mr Vanbrugg' on 16 June 1704 of fifty guineas and in the debit column this is translated to £53. 15. 0. Although there are similar amounts paid out of this account to several people, including Hervey and Devonshire, there is no other payment of any description to Vanbrugh down to 30 October 1707. Since this entry occurs at the right time and could possibly be Edmund Dunch's first and second payments, or second and third payments, and that is the sole entry of any payment to Vanbrugh, it is suggested that this was indeed a subscription to the building fund. The alternative method of payment, that is other than by the contemporary form of cheque, would be by cash and it is suggested that

when Hervey paid 'in money' that was exactly the manner in which he paid. Consequently where there are not the expected corresponding entries in the bank accounts the alternative method of payment may have been used instead.

With regard to the payment by Sir Edward Coke the situation is similar. There occurs in his ledger the entry,

Jan 27 1704/5 Pd Mr Vanbrugg G 50 £53. 15. 0.¹³

This is the only payment to anybody of fifty guineas over the period in question and there are no other payments to Vanbrugh in the account that was closed in 1708. Again for the same reasons as given in the case of Dunch, it is suggested that this entry might be considered as a payment to Vanbrugh honouring the covenant. To attempt to discover whether or not this payment should be considered as the second and third, or the third and final one is, of course, in the circumstances, a fruitless exercise, for the linking of both the Dunch and Coke payments to the routine set by Hervey does not come to one's aid.

That all the subscribers did ultimately ~~pay~~ seems to be borne out by the above quotation from the 1720 assignment to Charles Vanbrugh¹⁴ but at the moment it is suggested, on the basis of the six patrons discussed above, that there was not necessarily a strict form to be followed and if there had been, this collection of individuals preferred to do it their own way.¹⁵

In 1707 Devonshire, Kildare and Sir Edward Coke died and therefore these subscribers did not live to reap the full benefit of their contribution.

One general point emerges from the little that is known about the payments by the subscribers, who were mocked in the press¹⁶ for not paying their dues, and that is the day of the laying the foundation stone was the

signal for the first payments and not any earlier occasion. When purses were opened on that day they were honouring their covenant with Vanbrugh. I suspect that all who were present paid Vanbrugh their twenty-five guineas in gold. If the subscribers were abroad, as some were, another form would have been adopted of course, but all twenty-nine received similar signed, sealed and stamped bonds from Vanbrugh and later a token instrument, in respect of their one hundred guineas. They were the subscribers. Vanbrugh, alone, was 'the Undertaker'.

Mr Vice Chamberlain Bertie is a strong contender for the early post of treasurer rather than Tonson, for not only is the post of treasurer suggested as being amongst the ranks of the subscribers according to the puff considered below but also on two further counts. First, it will be recalled that it was to Bertie that Hervey paid his second instalment, which might be more than a coincidence, and secondly, it was Bertie and Vanbrugh who, three years later, were 'now the Sole Adventurers and Undertakers of the Opera'.¹⁷ Clearly Bertie, the Vice Chamberlain, had identified himself with the management of the theatre in a considerable way, and this might not have been a recent decision in that he had a responsible interest from the very beginning. It is for this reason that one suggests his younger brother, Albermarle, had the liberty of the house in 1720 in the place of his lately deceased brother; a privilege extended to no other subscriber. There were also strong connections outside the theatre between the Berties and Vanbrugh.¹⁸

With the aid of the two covenants discussed above, the Tonson-Vanbrugh correspondence and the land leases, it has been possible to build up a picture of the early events surrounding the Queen's Theatre project based upon facts without recourse to contemporary journalists who were, for the most part, prejudiced in their reporting. Their periodic notices certainly

helped to add colour to the proceedings, but they were frequently inaccurate; although they confuse the specific issue, in some respects they illuminate the wider political and theatrical controversies that surrounded the building of the theatre.

Theatrical, Political and Journalistic Controversy

It is due to such reports, supported by Colley Cibber, that the now long held opinion that the Whig Kit-Cat Club was the prime mover behind the venture arose, but this view needs modification after an analysis of Vanbrugh's subscribers list.¹⁹ The Kit-Cats were a powerful and probably very vocal group, but they were in the minority, a fact that should lead one to reconsider the evidence surrounding the advent of the new playhouse. Reports that previously had been treated as historical fact should now be included in the acrimony that was not only a manifestation of party political in-fighting but also camouflaged theatrical warfare. It has been suggested²⁰ that Christopher Rich at the Theatre Royal, Drury Lane hardly raised a hand in the direction of the Haymarket during this period and yet during the preceding years had been waging war against the Lincoln's Inn Fields company. For the moment perhaps it is sufficient to suggest that he could keep his powder dry and observe the developments when others were conducting the battle on another front in order to achieve the same end, or perhaps Vanbrugh and Co. would over reach themselves and go down under the expense. Rich could afford to bide his time.

Of the twenty-nine subscribers, the Whiggish Kit-Cat Club members were thirteen, Carlisle, Cornwallis, Dunch, Essex, Grafton, Halifax, Hartington, Kingston, Manchester, Newcastle, Richmond, Somerset and Wharton. It must be readily admitted that this thirteen to sixteen weighting is not a true reflection of the real situation for there were probably considerably more Whigs in the twenty-nine than is reflected by

the Kit-Cat grouping. Additionally one must include as influential in any policy making, the architect himself Vanbrugh, and Congreve who was obviously linking himself with Vanbrugh as early as the Newcastle (BL) covenant of May 1704, several months before he and Vanbrugh appear as the joint holders of the licence for the Queen's Theatre 14 December 1704. Both Vanbrugh and Congreve were members of the Kit-Cat Club, as was John Tidcombe, the fellow witness of the BL covenant, although with regard to the last, no further information is available on his close involvement, other than that act, reflecting the interest of the Kit-Cat Club. It would be truer to say therefore that although the Kit-Cats were not in the majority, the division of subscribers, if made on wider party lines, would show a predominance of Whigs over Tories, probably something in the region of three to one in favour of the Whigs.

By reference to the biographical notes in the appendix,²¹ it will be found that this collection of Whig peers and fellow travellers was by no means an insignificant group in the government of the nation. Indeed if they did not hold office at any given time then their influence and interests could be wielded through either relatives or friends in high places, and at this particular time their Party was in the ascendancy. It will be realised, therefore, that Vanbrugh was not only coping with the trials of building a new theatre but also he was caught in the cross fire from the Whigs and Tories as well as being sniped at from the stage of Drury Lane. The theatre, therefore, and Vanbrugh's theatre in particular, took on a significance beyond that of the purely theatrical, giving rise to additional criticism from those who would rather have no theatre at all, let alone another and new one, that was preparing to deluge society with further profanities. It is against this background that consideration of the contemporary reports of Vanbrugh's progress will be made, sorting fact from fiction, truth from lie or rumour.

It is not intended to make an exhaustive analysis of these conflicts for this is primarily an architectural study but merely to introduce examples from the several areas mentioned above. The subject is too large to be undertaken here and the field has been covered elsewhere.²²

When Vanbrugh decided to build his theatre on land that had previously been utilised for an inn, the Phoenix, with its court yard, stables and dunghill, it is unlikely that he anticipated that his enemies and friends would seize upon this fact with such enthusiasm for there was good precedence for such a choice. However, apart from Defoe's²³ obvious relish in this inadvertent gift on the part of Vanbrugh, there was another author, anonymous, who was equally grateful to him. This writer, when sketching a satirical portrait of a member of the Kit-Cat Club, A Kit-Cat C--b Described,²⁴ 1703, could not resist alluding to this fact also,

He subscribes largely to the Building of the New Playhouse, to shew his Aversion to Prophaness and Immorality. . . He imagines no one will doubt his Conversion from a Gentleman of Indifferent Abilities into a Statesman, after he has been a Principal Contributor towards Transforming a Stable into a Theatre.

The references here to the pretensions of the Kit-Cats and their immorality are recurrent themes developed by the opposition. It will be noted that this particular puff is a swift reaction to the building of the theatre for, to be printed in 1703, it must have been written soon after Vanbrugh's acquisition of the land and around the time of Vanbrugh's drawing up the subscribers' list.

Similar treatment was served out to members of the Kit-Cat Club individually and probably Tonson as a publisher and bookseller attracted particular attention from men of his own profession, but also he was not an aristocrat and obviously he presented physically easy game for the satirist. This first piece concerning Tonson makes only oblique reference to the theatre, but it does help to reconstruct the atmosphere and explain

the allusions. This Advertisement supplies the date 1704 within the text but it was probably written in 1705 N.S.²⁵

The same style of mocking and ridicule came from William Shippen in 1704 in his lengthy set of verses, Faction Display'd, described as 'A Tory verse against the power within the State of the Whigs and especially the Cabal of the Kit-Cats'. The lines work their way through each member of the Club in turn and after dealing with Somerset and Devonshire turn their attention to Halifax before moving on to Tonson.²⁶ Whilst creating a most unflattering image of the Club and its members these excerpts maintain the criticism found in the earlier examples and serve as an introduction to this next Advertisement; at this point the theatre was still under construction towards the close of 1704.

The New Hospital in the Haymarket for the Cure of Folly being near finish'd, the Undertakers now think it proper to raise a further Fund to encourage 'em to serve the Publick; this is therefore to Certify that any good Christian who shall subscribe a Hundred Guineas, shall have his name inscribed just under Vivitur Stultitia and that all Parents and grave Relations may be willing to send their children or others they have suspicion off, they have provided a pair of critical scales to weigh out Bawdy and Blasphemy into equal proportions, that every Play may have a spice, they intending no more to Cram it all into one as formerly. There are also easie chairs erected in the Pit and the Boxes on the purpose to keep Men and Women from coming to near one anothers plackets. And to please their republican Friends they design to bring no King or Queen upon the Stage who (with Songs and Dances included) shall Reign above three Hours and a half.

Places under the Governours to be disposed of

- I. Cryer of the Rehearsals fit for a Herald [Vanbrugh]
- II. Playcutter fit for an Exhausted Poet [Congreve]
- III. Engrosser of good parts . . . fit for an old proud actor
[Betterton]
- IV. Warden of the Chandlery . . . fit for a Booksellers Kinsman
[Tonson's son]
- V. Midwife to the Women . . . Proper for a Superanuated Actress
- VI Her Deputy fit for a Surgeon [Garth]
- VII. Quality tickler in dead times . . . fit for a Barren actress
- VIII. Chaplain fit for an occasional Conformist.

Treasure is designed to be kept in their own Hands,
that the Subscribers may be sure their Money is put
to a private use. Subscriptions will be taken in
till Lady-day next, at the sign of the two left legs,
near Gray's Inn Back Gate, and at the Fools Hospital
in the Haymarket.²⁷

It was reference in this piece of nonsense that led Lynch²⁸ to suggest that Tonson was the treasurer for the subscribers but that notion has been disposed of above. What is of interest is that unless they were singularly lucky in their anticipation of the public opening of the theatre, the authors' closing date of Lady-day, 25 March, suggests inside knowledge of Vanbrugh's plans for April 1705 as the time by which he would be able to open the playhouse to the public.

Informed by these scurrilous articles in the public press and having an idea of their content and style, one can move on to consider an example of the same kind of protest and mockery that came from both the stage and the press. The play was The Quacks or Love's the Physician, written by Owen Swiney late 1704.²⁹ Simultaneously he attacked the new theatre, the joint authors of the Lincoln's Inn Fields play, Squire Trelooby, Vanbrugh, Congreve and Walsh,³⁰ and the Kit-Cats in general.

The Preface, Prologue and opening scene of the published version of The Quacks tell of the background to the suppression of the performance of The Quacks and the rather obvious reason for that prohibition on 22 and 28 March 1705,³¹ although it appears that upon publication Swiney was not subject to the same scrutiny. The Diverting Post, Thursday 22 March, carried a notice that,

the Quacks, being forbid to be acted Thursday, 22 March.
Which cites Kent [Lord Chamberlain and Kit-Cat] had said
Nay, for it reflects upon J [acob] T [o]ns [o]n.

This notice was followed by another on the same subject, Saturday

7 April 1705,

On the obstruction given to the Farce called the Quacks . . .
 Ye Sons of Parnassus, that filch for your Bread,
 No Plot you must steal from Living or Dead,
 'Till first you consult and know what to do
 of the Stage's Reformer Cla [re] n [c] aux.³²

Collectively these press notices supporting Swiney follow the pattern already encountered. The slurs on Vanbrugh as writer and Clarencaux Herald, and Tonson, and the references to Kent, the Lord Chamberlain, as a supporter of the Queen's but prejudiced against the Theatre Royal, are repeated in the Preface to the published version of the play.³³ From the stage, no doubt, other allusions would have been recognised as referring to members of the Queen's Theatre party. In two short extracts from the play the characters that meet in the opening scene are easily recognizable.³⁴ Freckle could not be other than Tonson, and Medley, a Club poet and a doctor must allude to Garth. The duplicity found would seem more a characteristic of the author, Swiney, whose lines are more like quotations from the press reports discussed above than original lines, to which there is the support of the line,

You must know I am concerned in the lampoon, and could
 not forbear commending it.

But Swiney was then working for Christopher Rich at Drury Lane and had not yet taken over the direction of the Queen's Theatre, the company that he here derides.

It is obvious that Vanbrugh's activities were closely watched and use was made of every opportunity to bring into disrepute all that was done. Clearly, while so many people were prepared to attack the new venture, Rich did not have to do very much about it himself,³⁵ or at least, reveal himself as the instigator, particularly when he had somebody like

Swiney within his own theatre. There were other instances in which Rich could and did make life difficult but they were less public and those occasions will be illustrated below. But to return to the theatre and consider reports upon its progress that again reflect partisan attitudes.

There are two versions of the ceremony that surrounded the laying of the foundation stone of the Queen's Theatre. The first appears to maintain the opinion held by some contemporaries as to the frivolous and extravagant nature of the undertaking, and the second throws a more sober light on the occasion. Indeed once the evidence for the second report has been considered the first may be thought somewhat dubious. However, when all the reports and the new evidence are brought together I would suggest that both notices are compatible, each version revealing the partisan attitudes held by differing groups towards the theatre, not just the Queen's in particular, but the theatre in general.

Before proceeding further, it should be pointed out that neither of these reports immediately followed the event of 18 April 1704; that from the Rehearsal of Observator³⁶ appeared a full month after the opening of the theatre, and Colley Cibber wrote in 1738.³⁷ This material will be considered out of chronological order for the laying of the foundation stone is here brought together with the public opening of the theatre in 1705. One may then revert to the reports from the intervening years.

The author of the notice in the Rehearsal of Observator, 12 May 1705, recounted that,

The Kit-Cat Club is now Famous and Notorious, all over the Kingdom. And they have Built a Temple for their Dagon, the new Play-House in the Haymarket. The Foundation was laid with great Solemnity by a Noble Babe of Grace. And over or under the Foundation Stone is a Plate of Silver, on

which is Graven Kit-Cat on the one side, and Little Whigg on the other. This is in Futuram rei Memoriam, that after Ages may know by what Worthy Hands, and for what good Ends this Stately Fabrick was Erected. And there was such Zeal shewed, all Purses open to carry on the Work, that it was almost as soon finished as begun.³⁸

Recalling the occasion some years later, Cibber stated in his Apology not only that he was present on that particular day, but that the first stone laid

was inscrib'd The little Whig, in Honour to a Lady of extraordinary Beauty, then the celebrated Toast and Pride of that Party.³⁹

Nalbach doubts Cibber's presence at the ceremony suggesting that he gleaned his information from the first source mentioned above.⁴⁰ But given similar occasions today I do not doubt that members of the R.S.C. attend festivities set up by the National Theatre and vice-versa, whatever rivalry there may exist between them.

The second piece of evidence to come to light was the corner stone itself which was discovered when the walls of the theatre were being repaired. This find was made in 1825 and was followed by a notice in the Times, Saturday 19 March 1825, which stated that,

In removing that portion of one of the walls of the Italian Opera House immediately adjoining the cellars of Mr Wright, on Saturday last, the workmen discovered the first stone of the building laid in 1704. The stone was in perfect state, and in the cavity formed for the purpose of receiving them were found several coins of the reign of Queen Anne; a brass plate which covered the cavity bore the following inscription: 'April 18, 1704. In the 3rd year of our Sovereign Lady Queen Anne, this corner-stone of the Queen's Theatre was laid, by His Grace, Charles Duke of Somerset, Master of the Horse to her most sacred Majesty'.⁴¹

This was a remarkable discovery when one considers the circumstances.

Messrs Smirke and Soane had been asked to survey the north wall of the theatre after reports that it was unsafe. As the result of their

inspection not only was the north wall rebuilt but considerable repairs were made to that on the south side, and it was during these works that the foundation stone was found. Additionally surprising is the fact that 'the stone was in perfect state', for it should be recalled that since it had been laid in 1704, the first theatre had been altered in 1782 by Novosieski, burnt down on 17 June 1789, and totally rebuilt, on a much larger scale, by Novosieski, to open again in 1793. Further modifications had been made to the outer shell by Nash and Repton in 1818.⁴² It is surprising, in these circumstances, that any evidence of the original theatre remained to be found, let alone be found in perfect condition. Nor is it beyond the bounds of possibility that since one stone has been exhumed that there was another that had been lost in either the fire, or the subsequent rebuilding, bearing the inscription reported by both The Rehearsal of Observator and by Cibber.⁴³

Even allowing for the disapproval of the author, Charles Leslie, in his statement in the Observator, the scene depicted is not improbable, indeed it fulfils one's expectations, if the relationship between the theatrical partnership, Vanbrugh and Congreve, and the influential although not exclusive involvement of the Kit-Cat Club is taken into account. Though the inscription on the brass plate found in 1825 stated that Charles, Duke of Somerset was Master of the Queen's Horse, it does not explain why it should have been he that laid the stone. This is not so surprising when it is recalled that Somerset was a leading, if not the senior, member of the Kit-Cat Club and a powerful Whig. He was the first Kit-Cat to present his portrait to the gallery of the members given to Tonson, he had held official posts such as Chancellor of the University of Cambridge, 1689; Speaker of the House of Lords, 1690; Lord President of the Council, 1702; Master of the Queen's Horse and ranked as second peer of the realm and in

this capacity represented the Queen. Additionally, it was he who headed the list of subscribers to the building fund, although there does not seem to be any precedence observable throughout the list. When these facts are taken into account, it immediately becomes clear that the dedication of the theatre was more than a great Kit-Cat celebration; it must also have appeared as a great political gesture of the Whig ascendancy. Such an occasion, of necessity, would have been celebrated in a truly Kit-Cat fashion, and without the presence of their 'Toast' the day would have lost its style and lustre, a style never appreciated by political opponents. Consequently one reads of the decorative element of the proceedings, the presence of 'a Lady of extraordinary Beauty, then the celebrated Toast and Pride of the Party', 'a Noble Babe of Grace', all describing the young, nineteen year old daughter of the Duke of Marlborough, Anne, Countess of Sunderland, although a contemporary broadsheet claimed that it was her sister, Harriet.⁴⁴

However, it makes little difference to the basic interpretation of the reports of the incident who the lady was, but the evidence to be disposed of seems to arise from a publisher's error which confused the sisters and in doing so underlined the animosity of the Tories and the sensitivity of the overtly non-political Marlboroughs and of the committed Godolphin, Whig Lord Treasurer, father-in-law to the Lady Harriet.⁴⁵ This problem has now been resolved for recent evidence leads one to the conclusion that the 'Babe of Grace' was definitely the Countess of Sunderland.⁴⁶

There are lines other than those contributed by Garth⁴⁷ which support Lady Anne's presence and contribution, 'Lines on the Lady Sunderland's laying of the first stone of Her Majesty's Theatre in the Haymarket',

What pompous scenes and lofty columns rise,
 That strike with artful stroke our wondering eyes,
 And seize the raptur'd soul with sweet surprise;
 O! What a stately dome w'admiring view,
 Whose chief foundations owing still to you.⁴⁸

These lines without doubt credit Lady Sunderland with a hand in the dedication of the theatre, although the verses do suggest that the author knew something of the finished building, and was writing some months after the event. But the line from Garth's prologue on the first night is sure evidence of the participation of Lady Sunderland, for it is highly unlikely that one of the members of the Kit-Cat Club should wish to perpetuate a myth created by the opposition at the very moment of the fruition of the enterprise. Further, it is equally unlikely that the other literary gentlemen in the Club, of which there were many, would have accepted such an historical inexactitude coupled with the name of the architect. Additionally, it is not beyond the bounds of possibility that, even though Garth was not a subscriber, he was present on the occasion along with his fellow Kit-Cats on 18 April 1704.

Although there is no evidence regarding members of the audience on the first night, it is likely that the Lady Sunderland was present - as was shown when discussing the Marlborough-Godolphin Correspondence - such a reference would therefore have been almost obligatory upon Garth, and would doubtless have made a good impression on the audience had they been allowed to hear it. Of course, it is not denied that such lines could refer to any beauty seated in the House, but had the initial ceremony been other than that described, such a reference would have been, by the same token, found objectionable.

In conclusion, therefore, the two divergent records do not appear to be so totally incompatible. The dedication of the building could quite easily accommodate both sources if one imagines that the 'Proud Duke',

Somerset, was accompanied by the 'Noble Babe of Grace', Lady Sunderland, when laying the foundation stone; the whole ritual being thus made into a glittering social occasion by the presence of the noble and eminent men of political and literary society, accompanied by their ladies. Many of them were of course Whigs, and many of them also members of the Kit-Cat Club. To this gathering, it is likely that one should add the members of the company of actors, certainly Betterton, leader of the company at the Lincoln's Inn Fields Theatre, for this was to be their new home. Although doubts have been raised regarding this point, I think it is still valid and will discuss it below. If, as he claimed, Cibber was present, it is also possible that he was accompanied by his colleagues from the Theatre Royal, Drury Lane.

With regard to the plate with its 'Kit-Cat Little Whigg' inscription, this might indeed have been a party political jibe and its existence a fabrication, for, as discussed above, although the instigation of the project was inspired by the leading members of this 'notorious' club, many of the subscribers were not either Whigs or Kit-Cats. The conclusion to be drawn from this situation is that probably Leslie, like Defoe, was fundamentally averse to the theatre of the day, regardless of its political affiliations, consequently those Tories who participated were tarred with the same brush as those Whigs who were subscribers.

In the same class as these journalistic carpings, squibs or salvoes that under inspection reveal themselves to be at best only half-truths and more frequently blatant lies, should be placed the notice in the Diverting Post, 25 November - 2 December 1704. Judith Milhous⁴⁹ claims that this notice has been overlooked, but it may be due to a certain lack of credibility that the advertisement inspires,

Segniora Sconiance, a Famous Italian Singer, who lately came from those Parts, had a few Days since the Honour to Sing before Her Majesty with great Applause, upon the First Opening of the THEATRE in the Hay-market, erected by the Contributions of the Nobility. She is to Sing several Italian Songs, never Sung in this Kingdom before, Compos'd by the most Celebrated of the Modern Italian Masters.

Miss Milhous seems to veil her own doubts about this 'First Opening' by suggesting that the musical concert was far more acceptable fare for the Queen, and probably more to her liking, than a play or opera. After admitting that she can not trace 'Segniora Sconiance', she goes on to suggest that if, as it clearly was, the theatre was far from being finished, and the theatre had lost the opera Arsinoe, Queen of Cyprus, to the Drury Lane company, a concert would 'have been perfectly feasible even if the interior of the building were unfinished and the stage area essentially only a shell'.⁵⁰ This concert is supposed to have taken place in the last week of November 1704; the theatre did not open to the public until the following spring, four months later. Even then however the theatre was not completely finished for on 19 July 1705 the Daily Courant carried the following advertisement,

Never Acted there before, at the Theatre Royal in Little Lincoln's Inn-Fields, to Morrow being Friday the 20th of July, will be presented, a Comedy call'd, Amphitryon: or, The Two Sosas. Written by Mr John Dryden. With the Proper Entertainment of Singing and Dancing in and between the Acts. Note, That the Company will continue to act there till her Majesty's Theatre in the Hay-Market be intirely finish'd.

For several reasons one is suspicious of this 'Sconiance' advertisement. First, I do not believe that Segniora Sconiance ever existed. Perhaps she was a newly imported singer but one doubts it. The planned operas that would open the theatre required the services of several singers who had recently been brought from Italy; those operas were advertised in the Diverting Post, 28 Oct 1704,

The Play-House in the Hay-Market (the architect being John Vanbrugh Esq.) built by the Subscription Money of most of our Nobility, is almost finish'd, in the meantime two operas translated from the Italian by good Hands, are setting to Musick, are by Mr Daniel Purcel, which is called Orlando Furioso, and the other by Mr Clayton, both Opera's are to be perform'd by the best artists eminent both for Vocal and Instrumental Musick at the Opening of the House.

But the lady's name, however distorted by the English publisher, does not ring true. There is the possibility that the name is an invention, created by a puff writer anxious to embarrass Vanbrugh. Sconiare, to spoil, mar, to dis-arrange; or Sconiarse, to miscarry, to strain, to sprain; Sconiatura, a mis-carriage, a thing done badly, an abortion; Sconcio, indecent, obscene, impious, heinous, all suggest the root upon which the author grafted a fictitious name for an imaginary Italian opera singer. Further, if any actress had in truth the misfortune to bear this name, it is more than likely that she would have found herself another by which to be known professionally.

Secondly, one does not invite the Queen, with all that a royal visit implies, to a concert in an unfinished theatre in the middle of winter, to sit amongst the scaffolding, sawdust and plaster. Anyone who has seen a theatre four months before it has been finished, even in this age, would realise the orderly confusion in which it lies. To clean up for a Royal Gala opening would have put back some two weeks or more the whole programme that was already suffering. Certainly it is amazing the speed with which everything is suddenly ready on the night, but there is good reason to believe that the theatre was not finished even when it finally opened four months later as is apparent from the advertisement cited above. The fact that no other notice of this particular opening has come to light when the Queen was involved, although it will be noted that she takes a very minor part in the advertisement, is another factor that encourages suspicion.

That the theatre was in a chaotic state at this time Congreve's correspondence can support.⁵¹ His letter to Kelly should make one wary of the advertisement,

London.

December 9 1704.

. . . Here is nothing in Town worth your knowledge; only I can tell you in general terms, that affairs begin to look as if they would mend. Rowe writ a foolish farce called Biter, which was damn'd. Cibber has produced a play consisting of fine gentlemen and fine conversation altogether; which the ridiculous town for the most part like; but there are some that know better.

Here, a week after the supposed opening of the theatre, the joint manager of the Queen's was informing his friend of the latest events in the theatrical world, and all he has to talk about was a disaster at the Lincoln's Inn Fields Theatre, another new play at Drury Lane that had the signs of a success about it, and that affairs at the Queen's were not all that could be wished. Amongst all this theatre gossip he fails to remember the Queen's visit! It seems to me that once again this was another scurrilous rumour put about by Vanbrugh's opponents revelling in his misfortunes.

Before drawing to a conclusion this review of antagonistic observations on the progress of the Queen's Theatre perhaps a voice of an admirer should be heard. This is an hitherto unpublished verse found among the Portland (Holles) manuscripts in the keeping of the University of Nottingham.⁵² It is of uncertain authorship,

To Mr Congreve and Vanbrugh upon ye building of ye new play-house
in ye Hay-market.

Touch'd by Amphion ye attractive lyre
Did List'ning stones with living souls inspire;
The heavy flints obey'd ye magic call,
Forgat their weight, and nimbly danced into a wall.
Now witt and harmony again combine
To raise new Trophys to ye sacred nine;
Again ye stones in beauteous order place,
And rising building wth rich fancy grace.
The muses view ye work with ravish'd eyes,
And their long lov'd Pierian grove dispise;

To their new Temple with glad haste repair,
 And fill'd with pleasure shed their influence there,
 Harmonious pair! Well were you pointed out,
 To bring wth art ye wondrous work about:
 No Artist but ye son of mighty Jove,
 Can make apartments fit for th'King above
 None but the muses tunefull sons can raise
 A worthy Temple to ye muses praise,
 Deck'd with immortall witt, and never dying bays.

Having considered these various reports one can turn to their subject,
 that 'Stately Pile', 'Hospital' or 'Temple' with its columns and dome
 inspired by the muses. Tidcombe wrote from London to Ormonde in Dublin,

Their new playhouse opens next Monday with an Italian
 opera; it is very good of its kind and very good voices
 to perform it.⁵²

The theatre opened with the pastoral opera, The Loves of Ergasto, on
 9 April 1705.

Notes, pp. 270-295.

- ¹ University of Nottingham Library, Portland (Holles) MS. PW 2.571, f.64. This document was first noted by
 K. Lynch, Jacob Tonson Kit-Cat Publisher, 1971, p. 38, and
 discussed by J. Milhous, 'New Light on Vanbrugh's Haymarket
 Theatre Project', Theatre Survey, vol.XVII, No. 2, pp. 143-161.
- ² B.L., Cavendish Loan, 29/237, f.71. See also
 H.M.C., 13th Report, Appendix, Part II, Portland MSS II, 1893,
 p. 185. This is a very abbreviated notice, not giving all the
 details regarding the terms of the payment and Vanbrugh's
 additional acknowledgement of the first payment.
 See Appendix for transcription and seal. (App. pp. 151-152).
- ³ Milhous, p. 145, considered that the NUL covenant was 'a scribal
 copy' but suspecting that this was in Vanbrugh's hand throughout I
 asked W.A. Philip, A.I.S.T. to examine the document and he confirmed
 my identification. Kerry Downes supports this attribution, Vanbrugh,
 p. 41, f.n. 5.
- ⁴ B.L. covenant, the underlining of the details filling the blank spaces
 in the document is mine. Milhous, p. 146, notes that these additions
 are in another hand, but I would claim that they are in Vanbrugh's
 hand.
- ⁵ P.R.O., LRL/282/190 verso. (App. pp. 186-7).
- ⁶ Albermarle Bertie, fifth and youngest son of Robert, 3rd Earl of
 Lindsay, brother, 2nd son, Peregrine, vice chamberlain to Queen Anne,
 d. 1711. M.P. for County of Lincoln, 1705 and 1707; borough of
 Cokermouth, 1708; Boston, 1734-5. He was auditor of the Duchy of
 Cornwall and died, unmarried, 23 Jan 1742, leaving his estate to his
 grand nephew, Lord Brownlowe Bertie. Collins, Peerage of England,
 vol.II, 1812, pp. 20-21.
- ⁷ Cibber, op. cit., p. 319.
- ⁸ Both here and in the Subscribers Biographical Notes in the Appendix
 the following have been consulted,
 Debrett's Peerage, Burke's Peerage, and Collins' Peerage of England.
- ⁹ L. Whistler, The Imagination of Vanbrugh, 1954, f.n., p. 38.

- 10 J. Hervey, The Diary of John Hervey, 1688-1742 . . . First Earl of Bristol, 1734, p. 157.
L. Whistler, Vanbrugh the Architect and Dramatist, 1938, p. 104, mentions only the first payment, see also Survey of London, vol. XXIX, part II, p. 223, f.n. 4.
- 11 William Cavendish, Misc. Correspondence, Chatsworth, 51.30,
J. Milhous, T.S., vol. XVII, p. 157, suggests father not son Hartington.
- 12 Edmund Dunch Account, Williams and Glyn's Bank Ltd.,
Childs Bank Ledger, 1698-1705, f.93.
- 13 Sir Edward Coke, *ibid.*, Childs Bank Ledger, 1698-1704, f.449.
- 14 P.R.O., LR.1/282/190. (*App. p. 186*).
- 15 Negative results of search of subscribers' ledgers in Childs Bank Archive,
Bedford, Ledger 1688-1732, all payments to John Reynolds Esq.,
secretary ? No note to Vanbrugh.
Bolton, Ledger 1689-1713, the account for the critical period 1703-5
is not entered in this ledger or any other,
and there are no named payees, all the pay-
ments are recorded by date of bill and its
date of payment.
Conway, Ledger 1698-1715, nothing entered for the years 1703-1704.
Halifax, Ledger 1688-1690, therefore of no interest.
Hartington, Ledger 1698-1715, account but no details.
Kingston, Ledger 1698-1715, account 1703-1705 but no details for the
style adopted in this account is the same
as that for Bolton.
Lindsay, Ledger 1698-1715, account but no entry for this period 1703-5.
Newcastle, Ledger 1707-1715, but not for earlier period and contains no
late payments to Vanbrugh.

Because John Tidcombe, as a witness, signed the Newcastle BL covenant
and was a member of the Kit-Cat Club, although not mentioned as a sub-
scriber, his account was searched but that held at this bank was only
for the period 1709-1712, Ledger 1709-1726, and therefore not appropriate
for this particular question, but even so, it revealed nothing of any
theatrical interest.
- 16 C. Leslie, The Rehearsal of Observator, No. 41, 12 May 1705.

- 17 Vanbrugh Works, ed. Webb, p. 17, see also
J.C. Hodges, William Congreve: Letters and Documents, 1964,
letter no. 22 to Kelly. Congreve resigned at the close of 1705,
after the first season. With regard to Tonson acting as treasurer/
secretary see Lynch, op. cit., p. 58.
- 18 See Appendix for Biographical Notes on the subscribers, with regard
to the connections both private and architectural between the Vanbrugh
and Bertie family see Downes, Vanbrugh, 1977, pp. 6-7.
- 19 J. Milhous, T.S.; vol.XVII, 1976, p. 147.
- 20 *ibid.*, pp. 147-8
- 21 Appendix, pp. 153-157.
- 22 J. Milhous, Thomas Betterton, pp. 129-188.
- 23 D. Defoe, 'On the New Playhouse in the Haymarket', A Review of the
Affairs of France, vol.II, no. 26, 3 May 1705.
- 24 R.J. Allen, 'The Kit-Cat Club and the Theatre', R.E.S., vol. 7, 1931,
p. 57, quotes A Kit-Cat C--b Describ'd, 1703, pp. 2-3.
- 25 Advertisement N: 166.52, B.L., 816 m 19/34.

Whereas some Persons have maliciously Reported, That the famous
Bookseller was on Thursday the 4th of January, in the year of
our Lord 1704, infamously expelled a certaine Society call'd the
K-t C-t Club; And that the said Bookseller for his ill timed
freedom with some of the Principal Members, at the Reading of a
Late Satyr upon his Parts and Person, was beaten to an Ungentleman
like degree; and is since clapt up in a Mad-House. This is to
Certify that the said bookseller did of his own free Motion
valiantly withdraw himself from the said Society, in scorn of
being their Jest any longer: And that he was not Beaten (what-
ever he had Reason to fear) nor ever had the least disorder (upon
that account) in his Intellects, but at this very day walks the
publick streets without a Keeper and to satisfy any Gentleman's
Curiosity is still ready to talk as sensibly as ever,

Subscribed Jacob

Jurat coram me

nosnot bocaJ

There is now in the Press, and will be speedily published a poem,
call'd Jacob's Revenge. Being a comical account of the Grounds and
Reasons of the Booksellers quitting the K-t C-T Club. To be sold
by Booksellers of London and Westminster.

- 26 W. Shippen, Faction Display'd, 1704, pp. 13-15.

Two examples of the text satirising members of the Kit-Cat Club,

Do you perform the politicians Part,
 I'll [Halifax] bring t'assistance of the Muses Art
 The Poet tribe are att my Devoir
 And write as I Command, as I inspire.
 C[on]g[re]v[e] for me Pastora's Death did Mourn,
 And her white name with Sable did adorn.
 R[ow]e too is mine, and of the Wiggish Train,
 Twas he that sung immortal Tammerlane,
 Tho' now he dwindles to a humble strain.
 I help'd to Polish G[ar]t[h]'s rough, awkward lays,
 Taught him in Tuneful Lines to Sound the Party's praise.
 W[al]sh votes with us, who tho he never writ,
 Yet passes for a Critick and a wit.
 Van's Bawdy, Plotless Plays were once our Boast,
 But now the Poet's in the Builder lost.

Shippen then moved on to draw a portrait of Tonson,

Now the assembly to adjourn prepar'd,
 When Bibliopolo from behind appear'd, [Tonson]
 As well describ'd by th'old Satyrick Bard; [Dryden]
 With leering Looks, Bullfac'd and Freckled fair,
 With two Left Legs, and Judas colour'd hair,
 With Frousy Pores, that taint the ambient air.
 Sweating and Puffing for a while he stood,
 And then broke forth in this insulting mood,
 I am the Touchstone of all Modern Wit,
 Without my stamp in vain your poets write.
 Those only purchase everlasting Fame,
 That in my Miscellany plant their name.
 Nor therefore think that I can bring no Aid,
 Because I follow a Mechanick trade,
 I'll print your pamphlets, and your Rumours spread.
 I am the founder of your lov'd Kit-Cat,
 A club that gave direction to the State.
 Twas there we first instructed all our Youth,
 To talk Prophane, and Laugh at Sacred Truth.
 We taught them how to Tost and Rhine and Bite
 To sleep away the Day, and Drink away the Night.
 Some this Fantastick Speech approv'd, some Sneer'd,
 The wight grew Cholerick, and disappeared.

- 27 B.L. Advertisement, 819 m 19/35. The names inserted in square brackets are suggested by this writer. The number of actresses who might have been able to fit these roles is too great to make any definite casting, but I presume that the author has in mind ladies who were at that time employed at the Lincoln's Inn Fields Theatre and associated with Congreve and other members of the Kit-Cat Club. I know not who the Non-Conformist might have been.

28 Lynch, op. cit., p. 38.

29 O. J. Swiney, The Quacks or Love's the Physician, 1705.

30 Squire Trelooby has a complicated stage history of which only certain aspects are relevant here, see W.G. Ward, Sir John Vanbrugh, 1893, pp. 1-111, the piece was a translation of Moliere's Monsieur de Pourceaugnac, which according to the Daily Courant was played on 30 March 1704, the rest of the story concerning the origin of the work comes from Congreve's letter to J. Kelly, 20 May 1704,

This translation you speak of is not altogether mine; for Vanbrugh and Walsh had a part in it. Each did one act of a French farce. Mine, and I believe theirs, was done in two mornings; so there can be no great matter in it. It was a compliment made to the people of quality at their subscription music, without any deeper design to have it acted or printed further. It made people laugh; and somebody thought it worth while to translate it again, and print it as it was acted; but if you meet such a thing, I assure you it was none of ours; which I don't think will appear after next week, when our neighbour Bracegirdle is to have it acted for her benefit.

31 P.R.O., LC 7/3, 98 and LC 7/3, 35.

Congreve Letters and Documents, letter 14, p. 29.

32 N.Q., V, N.S., 1958, pp. 393-396, for additional note on this inhibition.

33 Preface to The Quacks or Love's the Physician, as it was acted (after being twice forbid) at the Theatre Royal Drury Lane.

The Town were a little surprised, to find an Entertainment forbid upon the Day it was to be Represented; it seems, the better to Divert 'em, this Play was to be stifled, because the other House were to act one upon the same subject! It proved a very unlucky Reason, and I have heard of but one Wise Man of that Opinion; however the harm that was intended, rather turn'd to my account, and I shall say of this Person, as Corneille did upon occasion of Cardinal Richelieu, who had Published a Critick on his Play call'd the Cid, (voz) that he had done him to much Good, to speak any Ill of him, and too much Ill to say any good.

As for the Gentlemen of the Other House who are to reform the stage, purify our Diversions and Naturalize all the wit of Moliere (for Beginners should have a Fond) I shall only say of 'em That they are the properest Persons in the World to reform the Stage, having known so well what it is to corrupt it; as those Physicians they say are the best, who have felt the Diseases they are to cure.

The noise of these scenes Alarm'd the Licencer, who generally destroys with as much distinction as the old woman in Don Quixote's Library, and wou'd a sav'd no more of 'em, if it were not, that he is pay'd for tolerating some; however they are here intere, and if I beleiv'd any Body was unacquainted with his good Judgement, I shou'd mark out the Retrenchment he made and shew, that the edge of his Justice was turn'd upon the Innocent, and that he rather Disfigures than Cures.

Perhaps it is worth noting that the constant reference in these attacks on the Queen's Theatre to the reforming nature of their theatre is probably due as much to the wording of the Licence, P.R.O., LC 5/154, p. 35, 14 Dec 1704, as to any other influence. The prologue to the play turns its attack from one stage to another, directing its attention to the Queen's Theatre, its managers and the company,

The slow Productions of yon Rival Stage,
On deep Designs the coupled Bards have hit,
And wisely wou'd Engross, all Foreign Wit,
And think the surest way to gain the Town
Wou'd be to shew, but little of their own.

.

In Arts of War we've still Superior been,
And starv'd the Garrison of Lincoln's Inn.
The new made Fort, from the thin Remnant gleams,
Their Tater'd Monarchs, and their aged Queens!
With Force and Fraud they threaten from afar,
And big with Promis'd Aid, renew the War.

³⁴ Ibid., pp. 14-15. Act I, scene i, Enter the Stationer.

Medley	Ha dear Freckle . . .
Freckle	Servant, Doctor, Servant. (Walks about wiping his face)
Medley	What's the matter?
Freckle	I don't know - I can't tell - but if Person must be treated so, and allthat, only for serving gentlemen and men of quality - 'tis very hard.
Medley	What any rupture in the Society?
Freckle	Have not I incorporated you, made you an order of Poets, and manag'd the things so gravely that out of this Body of Scriblers have been chosen Heralds, Reformers of Manners, and deep Physicians!
Medley	Who has had the impudence to affront you?
Freckle	Hav't I brought you from Garrets to build Palaces? wou'd any of you been heard of, if it had not been for me - did not I find you out the Secret to become Famous, by making you Praise one another against the opinion of the whole Town! and brought the Club to that Reputation, that those who only listen in it, are Wits every where else, are not my Lord Clack, and Colonel Silent reckon'd wits only for being of it?

Medley But the Grief . . . the Grief . . .
 Freckle Here, Read this . . . (Gives him a copy of Verses)
 Now I have made you Wits, you'd make me a Fool.
 Medley Ha! Some very good Lines.
 Freckle Your Servant. (Going in anger).
 Medley Dear Freckle . . .
 Freckle Look'e Doctor, but one word . . . if this Lampoon
 spreads, I'll Unpoet you all, and Shew the World what
 Miserable Tools I work with . . Yours . . . (exit).
 Novice You took a way to shoot him hence . . .
 Medley Why. You must know I was concerned in the Lampoon, and
 could not forbear commending it.

Ibid. Act II, p. 16. Medley instructs Novice in how to become a
 successful physician.

Medley By what means do you propose to grow a Famous Physician?
 Novice By Study and Observation in Physick.
 Medley Ha! Ha! Ha! Why do you think to be Employ'd as a Doctor,
 because you know Physic? . . . Hark's, can you talk of
 Horses, Polliticks, whores, Building and Poetry?
 Novice Not much . . .
 Medley Then Study 'em!

The references are now too transparent to need comment.

³⁵ Milhous, 'New Light on Vanbrugh's Haymarket Theatre Project', T.S.,
 vol.XVII, No. 2, 1976, pp. 147-8, is surprised by the seeming lack of
 'reaction or opposition' from Rich, but I would suggest that he had
 little to concern himself with whilst others were acting for him.
 See the Prologue to Bononcini's opera, Camilla, for later continuation
 of this battle between the two companies.

³⁶ C. Leslie, The Rehearsal of Observator, no. 41, 12 May 1705.

³⁷ Cibber, op. cit., pp. 319-320.

³⁸ D. Nalbach, The King's Theatre 1704-1807, 1972, p. 4.

Nalbach although he quotes Defoe's lines from elsewhere in The Review
 he completely ignores Garth's Prologue published adjacent to that of
 Defoe's parody, choosing rather to follow Leslie's attitudes. He
 only superficially covers these years relying heavily on the Survey
of London, for his basic information.

³⁹ Cibber, op. cit., vol.I, p. 320.

⁴⁰ Nalbach, op. cit., p. 3.

⁴¹ P. Fitzgerald, A New History of the English Stage, vol.I, 1882, p. 238,
 was the first to publish the notice of this discovery but omitted the
 first sentence in the Times article which is important regarding the
 actual position of the stone.

- 42 Survey of London, vol.XXX, 1960, p. 242, and for a general survey of the architectural developments over the last years of the 18th century and early 19th century.
- 43 The present manager of Her Majesty's Theatre has no knowledge of these articles and presumes that they are lost.
- 44 Huntington Library, H.L. 40829.
- 45 Appendix, Subscribers' Biographical Notes, also noted by R.J. Allen, R.E.S., vol, 7, 1931, p. 58.

46 That 'lady H-G-n' was in error is borne out by evidence drawn from H.L. Snyder, The Marlborough - Godolphin Correspondence, vol.I, 1975. Snyder discussed this interpretation of the reference to Lady Harriet Godolphin when annotating, pp. 441-2, (Blenheim MSS E 20), letter 445, to the Duchess of Marlborough from Godolphin, 4 June 1705, two months after the articles published by Leslie and Defoe. This letter appears to be a reply to one from the Duchess regarding the prologue in which he placates her,

As to the verses you sent mee, I can only say I had them before. . . . The prologue is impertinent and thought so (it seemed by the players, for they would not speak it, and consequently you need not fear it. . . .

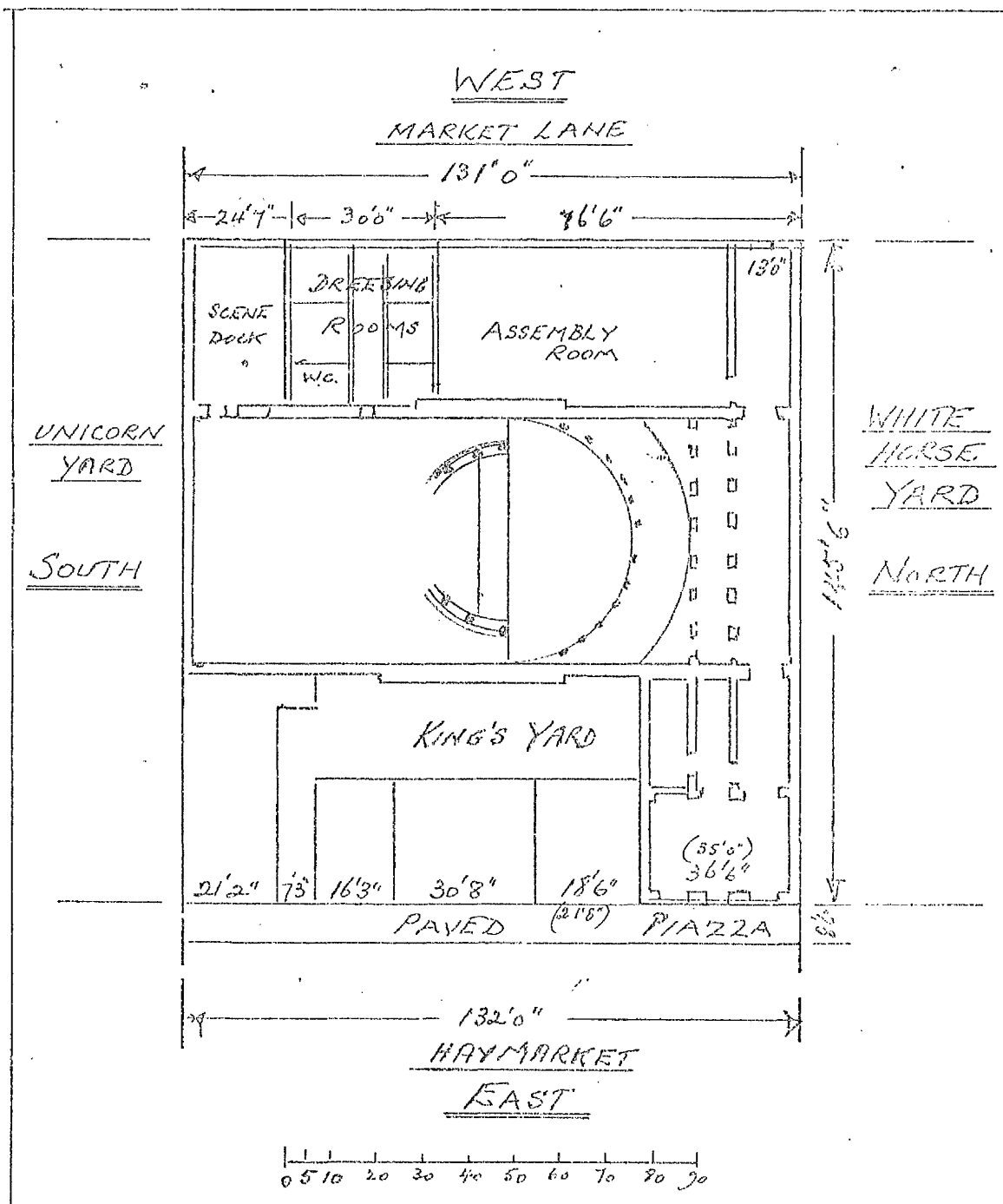
This is the only suggestion that there was controversy in the company regarding the prophanities or the references to the Marlboroughs or that it was withdrawn. Suppression seems to have extended only as far as the stage. It is only Snyder's supposition that relates this letter to the Garth prologue.

Lady Harriet's absence from the stone laying ceremony and later the opening of the theatre may be deduced from this correspondence. First, on the first occasion she would have been eight months pregnant and she was residing with her mother out of London, Letter 305, p. 292. The child was born 24 May - 4 June 1704. The second occasion, the first night of the Queen's Theatre, came during an outbreak of smallpox which struck once again at the Godolphin household, causing considerable concern reflected in the notes passing between the Duke, the Duchess and Godolphin. Her medical adviser was Dr Garth the author of the prologue in question. Letters over this period, 27 Feb 1705 to the 31 March 1705, letter 422, p. 411; letter 440, p. 428, 28 Apr-9 May 1705, especially indicate the state of her health and that she was residing in St. Albans. The first public engagement of Lady Harriet would have been her visit to the Queen 19 June 1705, Letter 467, p. 451, 20 June 1705, Godolphin to Marlborough,

Lady Harryet came to the backstairs yesterday with her sister, and having been seen there by the Duchess of Somersett and my Lady Hyde I suppose she need not bee nice here after to any body else.

Snyder, f.n. 6, states that this was her first visit to the Queen after her illness; Lady Harriet and her sister, the Countess of Sunderland, were both Ladies of the Bedchamber.

- 47 Garth Prologue, Appendix.
Huntington Library, H.L. 40829, and Defoe, op. cit.
- 48 D.C. Mullin, 'The Queen's Theatre, Haymarket; Vanbrugh's Opera House',
T.S., vol.VIII. no. 2, 1967, p. 86, f.n. 5, quotes R. Wilkinson,
Londina Illustrata, vol.II, 1808, n.p.
- 49 Milhous, T.S., vol.XVII, no. 2, 1976, p. 153.
- 50 *ibid.*, p. 153.
- 51 Congreve's Letters and Documents, letter 19, p. 34.
- 52 Portland (Holles) MS. Pw V975.
- 53 H.M.C., Ormonde, N.S., vol.VIII, pp. 148-9.



QUEEN'S THEATRE 1705-1709

Fig. 33, The Queen's Theatre in the Haymarket, 1705-1709.

Showing the theatre with its ancillary buildings
and adjacent houses in the Haymarket.

The Queen's Theatre in the Haymarket, 1703-1709

The Architectural Design, exterior and interior, stage and auditorium and additional facilities.

The subject of this chapter is a projected reconstruction of the first Queen's Theatre. The state of the theatre after 1709 has been thoroughly examined by Ison.¹ When discussing the early form of the Queen's Theatre before that date both Nalbach² and Mullin³ have relied to a greater or lesser extent on Ison. Resorting to the same evidence Leacroft⁴ has worked up reconstructions of the theatre, pl.LXIV.

But none of these authorities has researched anew Vanbrugh's original design which survived from 1705 down to 1709 in the face of such considerable adverse criticism that alterations were effected to both the stage and auditorium. These alterations are recorded and will be used to establish the initial form of the theatre which has been deduced from recently found evidence amongst the work of Sir James Thornhill. The reconstruction will concentrate primarily upon the stage and auditorium for it seems that the other parts of the house remained little changed over the years.⁵

There is no dispute regarding the basic structure or shell of the theatre. It is agreed that Dumont's plan, pl.XLIX, 1764, is an accurate representation of the scope of the building. This plan is further supported by that drawn in the Edward Vanbrugh deed of 1776, pl.L. These plans, in conjunction with the land leases discussed above, have been used in drawing the whole site plan, fig.33, and the detailed plan and longitudinal section of the theatre, figs.34 and 35. The site, the combined plots previously leased to Woolley and Holford in Phoenix Yard, was, north to south 132'0" and 145'0" east to west.

With regard to the visual representation of the exterior of the theatre it is suggested here that Kip's aerial view from the west, 1710, pl. XLVII, should be accepted and that one should reject Mullin's notion that the original 1705 roof was domed and its removal was part of the 1709 alterations.⁶ The dome mentioned in the verses describing the theatre was internal and was not reflected externally. The gabled roof with three lanterns or lights as shown by Kip would seem perfectly acceptable and adequate.

Viewed from the east side, for the north and south sides were adjoining existing buildings and therefore offered no aspect, there are two reliable and corroborating illustrations, first, Hogarth's 'The Bad Taste of the Town', 1724, pl. XXXIII, in which the theatre is depicted on the left side of the engraving and shows Heidegger, the manager, leaning out of the window on the first floor; and secondly, Capon's 1783 colourful water colour, pl. LI. Both show the Piazza in the Haymarket and the entrance into the theatre, a handsome brick and stone arched undercroft to the box office and the rooms over, which in the documents already cited referred to this area outside the main four walls of the theatre as 'Mr Smith's office'. The office block was 48'6" deep with a 35'0" wide frontage. The measurements supplied by Capon in his drawing match well with those in the Dumont plan.⁷ This Piazza entrance is shown in the large scale reconstruction, fig. 36, and also in the plot plan, fig. 33, in which is noted Vanbrugh's stone pavement that was laid over what had been previously 8'6" of garden standing before the houses on the Haymarket. Behind these houses was the residue of the old inn yard now called the Queen's or King's Yard since it provided access to the royal boxes in the theatre.

The whole theatre structure was built in brick and stone on an excavated foundation. The main body of the theatre was designed in ten

bays; the walls 3'6" thick increasing to 5'6" over the three centre bays. It was probably constructed in this manner to bear the thrust of the proscenium arch structure as well as contain the internal staircases.

Situated in the middle of what had been Phoenix Yard over the pond and pump, was the theatre, fig.34. The dressing rooms, green room and scene dock, washhouse and w.c.s. and caretaker's flat were placed in a block 56'0" x 34'6", on the western side of the theatre at the south corner of the plot adjacent to the stage, with access from Market Lane. To the northern end of the plot on the west side was the covered way or staircase 32'6" x 15'0", which led from Market Lane into the theatre. Between these two structures was built the Long Room or Assembly Room, 59'0" x 32'6". The date of the building of this saloon is uncertain.⁸ Beneath this long room there were sub-let stables and possibly a slaughter house.⁹

One time part of Unicorn Yard, the southern extension, 60'0" x 30'0", a feature shown on the Dumont plan, and not discussed here because it was built in 1719, are the rooms on the south of the theatre adjacent to the stage providing scenic depth as well as extra reception rooms that were used during the masquerades. The room beyond the stage is seen through the arch illustrated in pls.LIIa and LIIb, by Grisoni in 1724, and pl.LIII by Egbert van Heemskerck inscribed 1724.¹⁰

On the north gable end was White Horse Inn Yard which was overlooked from the windows in the gallery.¹¹

The theatre, stage and auditorium, occupied the central area with the external measurements north and south in length approximately 132'0" and in breadth east to west, approximately 62'0". The interior measurements of the theatre were approximately 124'0" in length and 55'0" in

breadth. To the north was the auditorium to the far north of which was a corridor-promenade running the width of the house, 10'6" wide, and the distance from the forestage to the rear of the boxes was 45'6". The distance from the forestage to the front of the boxes was 35'3". To the south, the stage and forestage, the forestage to the back wall measured 58'9". This general scheme is shown in fig. 34. The height of the theatre from the basement to the eaves was 52'6", the roof rose to a further 16'0", figs. 35 and 37. These measurements are deduced from both the Dumont and Edward Vanbrugh plans and the process of this reconstruction.

Within this structure the projected reconstruction will be placed. Before entering upon an explanation of the reconstruction shown in figs. 34 and 35, a brief account will follow of the description of the building before the 1709 alterations took place, the scope of those alterations given by Colley Cibber and the evidence provided by the Dumont plans of those alterations. Against the background of this evidence, which cannot be ignored, the design of the reconstruction will be reconciled. Additional evidence will then be brought forward of a more specific nature when particular areas of the theatre are under discussion.

The fullest description of the building before and after the alterations comes from Cibber. His description will be given in full and his statements will be supported by evidence from other witnesses which for the sake of brevity here will be elaborated upon in the notes to the Cibber extracts. Cibber recorded that

As to their other dependence, the house, they had not yet discover'd that almost every proper quality and convenience of a good theatre had been sacrificed or neglected to show the spectator a vast triumphal piece of architecture! And that the best play, for the reasons I am going to offer, could not but be under great disadvantages, and be less capable of delighting the auditor here than it could have been in the plain theatre they came from. For what could their vast columns, their gilded cornices, their immoderate

high roofs avail, when scarce one word in ten could be distinctly heard in it?¹² Nor had it then the form it now stands in, which necessity, two or three years after, reduced it to: at the first opening it, the flat ceiling that is now over the orchestra was then a semi-oval arch that sprung fifteen feet higher from above the cornice.¹³ the ceiling over the pit too, was still more raised, being one level line from the highest back part of the upper gallery to the front of the stage:¹⁴ the front boxes were a continued semicircle to the bare walls of the house on each side:¹⁵ this extra-ordinary and superfluous space occasioned such an undulation from the voice of every actor, that generally what they said sounded like the gabbling of so many people in the lofty aisles in a cathedral - the tone of a trumpet, or the swell of an eunuch's holding note, 'tis true, might be sweetened by it, but the articulate sounds of the speaking voice were drowned by the hollow reverberations of one word upon another.¹⁶

And after discussing the admirable qualities of Drury Lane before Rich altered that theatre, Cibber noted that the alterations put in hand were to emulate that theatre but as time was short,

they made their best use of it; they did something to it: they contracted its wideness by three ranges of boxes on each side, and brought down its enormous high ceiling within so proportionable a compass that it effectually cured those hollow undulations of the voice formerly complained of.¹⁷ The remedy had its effect; their audiences exceeded their expectation.¹⁸

In this description of the defects and corrections to those defects Cibber touched on the particular elements that will be considered in this reconstruction of that 'vast and triumphal piece of architecture'. The following account of the 1705 building will accommodate the features mentioned, the vast columns, the gilded cornices, the immoderate high roofs, i.e., the dome over the forestage and orchestra, as well as the ceiling over the semi-circular pit and galleries, and the introduction of the tiers of boxes against the walls in the auditorium; all of which was done to improve the acoustic of the theatre.

The description of the reconstruction will consider first, the proscenium arch structure; secondly, its relationship with the auditorium seating and ceiling and, after returning to complete the details of the

proscenium arch and forestage, the stage will be related to the forestage.

The Reconstruction of the Forestage and Proscenium of the Queen's Theatre.

The first drawing to be considered is the key to the whole reconstruction. This rough sketch, pl.IV, comes from the Thornhill Sketchbook, page 46 recto.¹⁹ In the interest of both clarity and brevity it will hereafter be referred to as 'Sketch 46'. There is nothing refined about its execution and it appears to be a rough note entry of information that would later be transferred to the drawing board and a more perfect representation worked up. It is a pen and ink drawing of a large archway set in a wall giving on to a smaller archway, the arch of which is supported by what appear to be Corinthian columns. Architecturally the capitals and the entablature, which links the foreground arch with that at the rear, are incorrectly ordered but this would seem to be due more to the rapidity of the execution than to ignorance in these matters. The smaller arch, to the rear, is crowned by a cartouche supported by two loosely drawn reclining figures. Across the centre of the ceiling is another line arching from cornice to cornice as if to emphasize the fact that the ceiling was domed.

The data indicating the dimensions of the structure is minimal. The wall of the building has the measurement '54ftt 8 whole breadth' written clearly over the top of the sketch. But Thornhill has made no note regarding the overall height of the wall. It will be observed however that the lines that frame the arches suggest that there was allowance made for wall space on both sides and over the top of the large archway. The base is not enclosed.

The remaining three dimensions that are given relate to the archways. The large arch has the total height of '40ftt', but its breadth is not given. The lower arch is '31ftt' high and has a breadth of '26ftt' between

the columns. It would at first seem that there is insufficient information provided here that would permit a reconstruction of this figure, for example; first, there is no measurement given for the distance between the supports of the large arch; secondly, the distance separating the base line and that drawn between the upper columns is not indicated; and thirdly there is no way of knowing the height of the columns in order to determine the position of the spring of the arches since the arches appear to be depressed and in all probability have more than one centre. Nevertheless, if one believes that Thornhill knew his business and had noted down all the relevant information there does arise a possible interpretation of this figure when the last three dimensions are applied. It is suggested that the resulting structure represents the first proscenium arch of the Queen's Theatre in the Haymarket. Osman first suggested that this sketch was of a proscenium arch, but without any particular attribution, when, in his thesis,²⁰ he catalogued the contents of the Thornhill Sketchbook with the intention of relating the early sketches found there to finished works. Additionally there is a considerable body of evidence that can be brought to bear in support of both this present attribution and reconstruction. Part of this evidence will be drawn from other sketches by Thornhill and the other part from contemporary literary sources. The projected reconstruction of the proscenium arch will be carried out in three phases, first, the reconstruction of 'Sketch 46', secondly, the bare structure derived from 'Sketch 46' will be related to further sceneographic material that both supports the reconstruction and completes a more satisfying representation of the proscenium arch that will be compared, in the third section, to the literary evidence.

Before undertaking the reconstruction of 'Sketch 46' it is necessary to establish that the described arch could have been contained within the known architectural framework of the theatre. It was shown above that the site occupied by the theatre was 132'0" in length and 62'0" in breadth.

This was substantiated not only by the land purchases but also by the extant plans of the theatre building, which, though they were drawn after the alterations of 1709, clearly show the original structure of the theatre. The plan by Dumont, pl.XLIX, and that for Edward Vanbrugh, pl.L, indicate that the breadth of the theatre, wall to wall, internally, was approximately 54'8", and the Dumont elevation, when converted from toises to feet and inches would permit of a proscenium arch at least 40'0" in height. The general feasibility thus confirmed, a more detailed reconstruction can be undertaken.

It is in the belief that Thornhill has put down enough information for his own needs, which in all probability entailed building his own model of this theatre in order to design scenery for it, that leads one to suspect that the architect, Vanbrugh, when creating the building, adopted a very simple module. Such a technique used by Vanbrugh would not be surprising for, as Laurence Whistler has pointed out,²¹ Vanbrugh was a master at bringing together simple forms harmoniously. In this instance it will be shown that the proscenium arch, the forestage and the auditorium were drawn together and unified by the adoption of an all embracing sphere. That Vanbrugh did apply such a module when designing the theatre becomes clear upon further analysis of Thornhill's drawing.

The principal dimension is the height of the larger arch, 40'0", for it will be demonstrated that when a radius of 20'0" is applied, in order to reconstruct 'Sketch 46', everything falls into place, thus verifying the fact that Thornhill had entered all the necessary data and the theory that Vanbrugh's design was controlled by the discipline of a module.

The projected reconstruction is based upon the application of this 20'0" radius. It is illustrated in figs, 38a, b and c. Fig.38a is the front elevation; fig.38b, a plan; and fig.38c, the side elevation.

If one is guided by the 20'0" radius principle it follows that 'Sketch 46' is representing the front elevation of the proscenium arch having not only a height of 40'0" but also a breadth of 40'0"; the first missing dimension. What actually supports the arch at the downstage position will be discussed later but at this point it is enough to state that the measurement is an inside measurement. Fig.38a shows the circle of the radius 20'0" describing the arch, supported by two tangents, AC and BD, resting at right angles upon the base line AB.

The second dimension to be found is that between the downstage arch and that up stage. It would appear from the lines of the cornice connecting the two arches that Thornhill was suggesting that the side walls between the arches swept round from front to back rather than moving in a straight line, diminishing between the openings from 40'0" to 26'0". If the latter were to have been intended then the resulting ceiling would have been a barrel vault with a reduced radius describing the upstage arch. But had that been the case, the upstage arch would have been similar to that downstage. However, the drawing does not bear this out. The two arches are not similar. The conclusion to be drawn from this fact is that the upstage arch is the result of cutting a section through a dome, and fig.38b demonstrates this point.

Having determined that the plan of the forestage area was semi-circular, the distance of the upper arch from that downstage was found by drawing a semi-circle with the radius 20'0", the diameter of the circle, AB thereby becomes the downstage edge of the stage, fig.38b. The inside edge of the upper columns would necessarily fall on this circumference if Vanbrugh had adopted the same principle in this dimension as he had with the larger arch discussed above and illustrated in fig.38a. The determining of the depth of the forestage is illustrated in fig.38c. The plan,

fig.38b, shows that if the verticals G^1F and HI^1 , are projected off the base line AB, 13'0" either side of the centre line, to strike the 20'0" semi-circle at two points G^1 and I^1 26'0" apart, the distance given by Thornhill between the columns in 'Sketch 46', two crucial positions are determined. First, the point at which the columns rise, and secondly, the point at which the enclosing dome is cut. With regard to the position of the columns it will be noted that the point plotted is the onstage surface of the column rather than its centre. This detail will be discussed below in the following paragraph. It will be noted that the 26'0" cord, G^1I^1 , intersects the circumference of the semi-circle 15'4" from the base line AB, that is, the speculative and temporary edge of the forestage. Coupled with this diagram, fig.38b, the plan of the reconstruction, is that of the side elevation, fig.38c which proceeds from the deduction that 'Sketch 46' had a domed ceiling which was struck from the same centre as fig.38a, and with the same radius 20'0".

In order to find the height K^1 , to which the upstage arch rises when 15'4" distant from the base line and 26'0" wide, a vertical line was drawn off the base line BI^1 , in fig.38c, 15'4" upstage of the 40'0" arch at I^1 , to intersect the 20'0" radius arc at K^1 . That the height I^1K^1 is 33'0" does not accord with the Thornhill drawing, 'Sketch 46', can be explained if one recalls the columns that support the arch at the rear position, and the discrepancy between 33'0" and 31'0" that was noted above, both problems can be resolved. This stage in the reconstruction is represented by the figure in which the dome meets the line that passes through the intersection of the column and the forestage 20'0" radius, and not that representing the upstage edge of the column. If one were permitted an hypothetical column having a diameter 2'0", to match the 20'0" height

Fig. 40, Sir James Thornhill, 'The Pastoral Scene'.



Figure redrawn to common scale, $\frac{1}{4}$ " - 1'0".

to the necking projected in the initial thesis, it would be seen that the line K^1K^1 , gives way to K^2I^2 and the depth up and down stage, i.e., to the proposed setting line, becomes 16'8", whilst the distance G^2I^2 remains the same as G^1I^1 , the required 26'0", and the height of the up-stage arch is 31'0". The upper arch as represented in both fig.38a and fig.38c are scribed from the section provided by the model, thus proving the original hypothesis that sufficient information had been provided by Thornhill, and that the whole structure was conceived around a simple basic form, a sphere having the radius of 20'0".

The architectural refinements and decorative features applied to the basic forms illustrated in the figs.38a, b and c can be developed further and this is shown in figs.39a, b and c. The sources drawn upon in the reconstruction of the forestage are sketches drawn by Thornhill, which have not previously been attributed to any particular theatre or play, opera or any other commission. These drawings will be examined first with regard to their appropriateness to the proscenium arch and forestage illustrated in 'Sketch 46' and that partially reconstructed above. The two drawings to be considered are 'The Pastoral Scene' and 'The 1st Great flat Scene', for they reveal features that suggest the decorative elements applied in figs. 38a, b and c. 'The Pastoral Scene' is shown in pl.LVI, and 'The 1st Great flat Scene' is shown in pl.LVII.

The Pastoral Scene

Of the two sketches 'The Pastoral Scene' will be discussed first for it has not been published, nor has it been previously considered at any length. 'The 1st Great flat Scene' has been analysed by Richard Southern²² who reached conclusions that are found to be unacceptable. It is therefore felt that the latter should be discussed separately and necessarily at greater length.

Fig. 41, Sir James Thornhill, 'The 1st Great flat Scene'.



Figure redrawn to common scale, $\frac{1}{4}$ " - 1'0".

'The Pastoral Scene' is a pen and ink with wash drawing.²³ The scene, pl.LVIIa and fig.40, depicts a pastoral landscape or grove which, though of interest, is secondary to the present enquiry which concerns itself primarily with the arch which surrounds the drawing. The scale line, which has been almost obliterated by cropping the sketch for mounting, is still visible on the bottom edge of the sheet. The design was made to the scale $\frac{5}{8}$ " to the foot. When this scale is applied to the sketch the scene within the arch measures 26'0" between the columns and 31'0" to the cross marked on the vertical centre line just beneath the inked in curve of the arch. There is also, carried out in pencil, above the inked arch, a moulding spanning the arch surmounted by loosely sketched arabesques. The drawing still bears the evidence of early squaring up and the careful pricking through of intervals on the columns and the ordering of the entablature which, when they were inked in, assumed a freer style. Although this is the only sketch so far to come to light with the dimensions indicated, there is the hope that there are extant elsewhere further drawings that were possibly designed within this common arch that had been pricked off the surviving 'Pastoral Scene'. Unlike 'The 1st Great flat Scene', there is no title or scene number indicated on either the recto or the verso of this sketch.

The similarity between the dimensions of 'The Pastoral Scene' and its accompanying decorative frame, columns, entablature, mouldings and cartouche with those suggested around the upstage arch in 'Sketch 46', seem to indicate that these two drawings represent the same arch. The fact that the reconstruction of 'Sketch 46' set out to show that the entablature was curving in a semi-circular fashion towards the upstage arch and yet 'The Pastoral Scene' arch and entablature are drawn as if all were square, does not preclude their being identical. It is common

practice amongst painters and architects to draw details according to their relative importance to the work in hand. In this particular instance it is argued that Thornhill was primarily concerned with the design of the pastoral scene itself, and not its frame, indeed the proscenium arch in fig.39a of the reconstruction gives exactly that same impression. The columns are serving a secondary role, for they enhance and frame the design. They allowed Thornhill to order the subject matter within the frame and at the same time afford him the opportunity to suggest the effectiveness of the design in the position in which it would ultimately be seen. The arch therefore marks the physical limitations of the design but it is not part of his, Thornhill's, contribution. It is for this reason that he, possibly for the sake of the appearance of the sketch, altered the curve of the arch, making it less depressed than in life. This is probably an improvement when the sketch is considered as a work in its own right. Neither did Thornhill spend time reproducing fully the architectural decoration which is over the arch. For the same reason it is interesting to note that he did not wash in the shadow cast on the left of the sketch which would have fallen on the landscape scene and therefore risk the scenepainter faithfully reproducing it on the cloth. But he did indicate the shadow falling on the surround to the right of the picture. The possibility arises therefore that if the arch in 'The Pastoral Scene' is the same as that in 'Sketch 46', the details of the arch, the columns and entablature, could be applied to that in 'Sketch 46' and thus clarify that which hitherto, has been uncertain and conjectural. Before doing so the evidence offered in 'The 1st Great flat Scene' will be considered in order that similar elements, with more justification, may be drawn together.

'The 1st Great flat Scene'.

This sketch, pl.LVII, is also without certain attribution to any specific commission.²⁴ The scene itself, fig.41, will be discussed below, for, as in the case of 'The Pastoral Scene', it is the architectural framework that is of importance at this stage in the reconstruction. This arch whilst it bears certain affinities to the two sketches examined above, also exhibits several dissimilarities.

The shared characteristics are those, first, of overall style, and secondly, of its dimensions. The arch has the same general appearance primarily due to the undecorated Corinthian columns that support an entablature according to that order. The spanning arch has the same segmental curve and moulding over it that has been encountered in both the previous arches. The common dimensions that link the two drawings are those of the width of the columns and consequently the height of the order, which is derived from the width of the column. But it is interesting to note that this diameter requires, according to the ordering adopted by Vanbrugh and Hawksmoor, a shaft rising to the height 20'0" to the necking. That this measurement was of importance to Thornhill is stressed by the line that was drawn across the sketch at that height. It is my opinion, and it will be argued below, that this line is indicative of the architectural key to the design rather than the structure of the scenic decoration placed within the arch; a theory originally suggested by Southern.²⁵

All three drawings have in common the height of this particular element, yet there are details that are found in 'Sketch 46' and 'The Pastoral Scene' that are not in 'The 1st Great flat Scene', although that design has much in common with 'Sketch 46'. A minor similarity is that of the outer curving lines arching over the centre of the ceiling that

are echoed in 'Sketch 46'. In 'The 1st Great flat Scene' this line is almost rubbed away but in the top right hand corner it is quite distinctly visible in pencil. The most important feature is that of the curving entablature that is clear in both 'Sketch 46' and 'The 1st Great flat Scene'.

Although there is little space given to the entablature, Thornhill consistently copied the curving line of the horizontal members of the cornice, pl.LVII, frieze, and architrave throughout both entablatures, left and right, leaving no doubt that he intended it to be understood as a curved rather than a casually represented but straight, and angled, entablature. It is possible to go further in support of this reading, for he indicated accurately all the members of the order with considerable precision. Even the modillions were drawn showing their third dimension, and this, in spite of the fact that it was not the arch that was of the first importance to him when finishing off the design. This may be inferred from the cursory manner in which this architectural frame was inked in; sufficient to clearly divide it from the real subject - Peace symbolised in the form of Britannia seated upon the world carried on the shoulders of Hercules. Although, it is admitted, the pedestals of the Atlantes are not finished to the same extent as other parts within the 'masonry' arch, this does not, it is thought, weaken the above argument.

Significant discrepancies between this drawing and the other two previously discussed sketches are, first, the distance between the columns and secondly, the height of the arch. It was demonstrated above that in the scale reconstruction of 'Sketch 46' and 'The Pastoral Scene' that the distance between the columns was 26'0", and that the height of the arch was 31'0". The measurements for the corresponding parts of 'The 1st Great flat Scene' are, respectively, 28'0" and 32'0", fig.41.

It is argued that Thornhill took liberties with the basic structure illustrated in 'Sketch 46' in order to offer his design in a favourable light, and on this occasion more accurately, in some respects, than 'The Pastoral Scene', and he with more flair, avoided the flat frontal presentation, conscious that he would run into problems and inconsistencies. The problems arise from the square, frontal, representation of the columns that causes the entablature to rest uneasily upon them as it curves round the forestage. This is apparent in the ground plan of this area of the proscenium arch, fig.39a. The second problem arose for Thornhill when he started to draw the soffit to the arch. His first thoughts remain quite clearly regarding the difficulty of representing this area perspectively without disturbing the basic design of the inner decoration. The pencil line, pl.LVII, rises not from above the frieze as does the ink line, but is set out, springing from a point just set back from the edge of the cornice and similar to that which I have set out in the curve of the dome in the reconstruction of 'Sketch 46'. Thornhill could have placed this pencilled curve to represent the soffit perspectively, for at the position in which the soffit sits on the cornice, it has the thickness which does diminish as it rises to the centre. This is because the ceiling was domed. To represent this complicated structure may have diminished the clarity of the inner design and have placed emphasis in the wrong quarter.

It is suggested therefore that Thornhill drew the inner decorative scheme to the size he required it to be reproduced and then appropriately framed it. This necessitated the distortion of the basic arch. Indeed, if this is acceptable it reveals Thornhill's experience as a theatre designer, for if the columns were to be moved onstage 1'0" on both sides and the arch lowered 1'0", this would bring the overall picture size down to the height and width of 'Sketch 46' and 'The Pastoral Scene', i.e.,

26'0" wide and 31'0" high. Such a correction of these dimensions would also cause two effects, both of which would be beneficial scenically. First, it reduces the weak architectural frame surrounding the Olympian group. This surrounding masonry arch is then understood to have been employed solely to enable Thornhill to combine the 'scene' with the real architectural framework of the proscenium arch, for without it, it would be difficult to terminate the design satisfactorily as it ran off behind the columns. This is a problem that has to be solved by scenic designers faced with an audience that views the scene not only from a position directly in front of the cloth, but also from very acute side angles. By adopting these very simple means both problems were solved by a 'flat scene' of these dimensions, for it will be realised that when the columns move in 1'0", the 28'0" cloth then meets the centre and deepest, receding edge of the columns. In all probability this scene was a foot or two wider but the scenic artist could carry out any further extension in the confidence that the designer had given him enough information to paint all that would have been in sight from any position in the theatre. Consequently although the design has the dimensions 28'0" x 32'0", it is not necessary for the arch in which it is placed to be of identical dimensions, indeed the arch in question could have measured 26'0" x 31'0".

That Thornhill did not adopt the same technique in 'The Pastoral Scene' can be explained by reference to the subject matter that did not require it. The trees and their foliage could be developed quite freely to the necessary limits and the same treatment would also apply to the sky and clouds. Additionally, as will be suggested below, it is probable that 'The 1st Great flat Scene' was a separate undertaking and in some respects a more important piece of scenery.

An interesting feature that is of importance to the argument that this scene, 'The 1st Great flat Scene', relates to the proscenium arch and dome in 'Sketch 46', is the alcove that accommodates Heracles. It will be noted that the architectural frame of the domed recess is of the same structural design as that over the forestage, i.e., it is a similar segment of a sphere, rising not from above the line of the frieze, but springing from the projection of the cornice. Both the scenery and the theatre share the same design features. This detail will arise again when another design, 'The State Bedroom Scene', pl.LXXVI, is considered.²⁶ By adopting similar design features it would appear that Thornhill was attempting to relate the scenic designs and settings to the architectural setting in which they were placed.

It is at this point that the above interpretation of 'The 1st Great flat Scene' should be defended against criticisms that might arise from Southern's account of this drawing.²⁷

As the dimensions of the scene are as important as the composition of the parts, it may be more profitable to deal first with the question of the scale line. Southern queried Thornhill's marking of the scale he had adopted. The difficulty concerns the placing of the numerals centrally over the divisions of the scale line rather than over the calibrations. On further inspection there is no doubt that Thornhill has marked the scale line correctly, for what has become, over the years, slightly rubbed are the pencil marks that divide the line into four equal sections each representing 6'0". The problem has arisen because Thornhill made ink marks at 6, 9, 12, 15, 18, and 21, of equal value, but for him and his painters in 1704-5 the pencil lines would have been clearly evident showing the major divisions 6, 12, 18 and any doubts would have been clarified by the figures set centrally above each interval. Furthermore, if there

were any remaining uncertainty, Thornhill wrote beneath the line '24 ftt Sc'. Thornhill never even bothered to ink in either the numerals or the '24 ftt Sc'. The line was, and is, self explanatory.

Southern hesitated before accepting the 'tt', objecting that it may be a capital 'H', but there can be little doubt in this matter for Thornhill always wrote a double 't', when there were more than one foot in the line - hence '24 ftt'. Thornhill's use of this form has already been met in 'Sketch 46' where it was found that every measurement had been indicated in that manner leaving no doubt regarding Thornhill's annotation. Since 'Sc' follows '24 ftt', and both notes are found beneath the scale line, it is unlikely that they refer to anything else but the scale. It would be ambiguous and confusing if Thornhill had given two titles to the identical piece on the same sheet of paper, for at the head of the sheet is written 'The 1st Great flat Scene'.

However, the scale line agreed at $\frac{1}{4}$ " to 1'0", it is the immediate application of 24'0" to the interpretation of the drawing which is questionable. Southern concluded that because the scale line represented 24 feet in length and the distance between the inner masonry arch in the sketch measured 24'0" that the whole scene was 24'0" wide. This I would dispute, believing that the length of the scale line need not bear any relation to the length or breadth of the work to which it applies, and that the total painted area of the scene is 28'0" wide which embraces therefore the outer masonry arch. The design is consequently, as pointed out above, that surface enclosed by the Corinthian columns and their arch, fig.41. If the scale is applied it gives the scene the dimensions 28'0" side and 32'0" high, not as Southern suggested, 24'0" x 29'6". He goes on to claim that the masonry arch and the columns were wing flats. Additionally he read the horizontal line at 20'0" as an indication of the

height at which the central decoration breaks in two, the bottom half consisting of two flats each 20'0" x 12'0", which would draw off as shutters, and the top half similarly operates in two sections dividing down the centre. A slightly different interpretation of the nature of the drawing and application of the scale line would produce very different results.

When one considers the base line of 'The 1st Great flat Scene' it becomes clear that the separation of the elements, flat scene and wings, or, as has been suggested above, solid columns, occurs not at the masonry arch, but at the columns. This suggests that the masonry arch is painted on the flat scene and not, on the profile edge of a wing flat, which incidentally, would be very uninteresting since it is given no variety of profile. However, if the flat scene did lie behind the masonry arch the base line of that arch is clearly drawn behind the bases of the columns, thus indicating that it was set behind from that point. If there were a cloth or if the main decorative feature were independent of the masonry arch one would expect to see a base line inked in linking the bases of the pedestals and traversing the base of the central alcove, but there is no such indication.

The case for the side columns being part of the fabric of the building or theatre and the masonry arch being the masking edge of the scene has been made above and does not need to be repeated here, but the suggestion that the line at 20'0" indicates the point at which the scene is broken horizontally in two needs some additional examination.

An alternative possibility exists for the line at 20'0" and it is this consideration that ties together not only 'The 1st Great flat Scene' but also both 'The Pastoral Scene' and the proscenium arch and forestage sketch 'Sketch 46'. The common factor which links these three sketches is that if this proscenium arch is reconstructed with only the information

that is provided in 'Sketch 46', the resulting structure discussed above would show that 20'0" is the radius of the circle that encompasses the plan and elevation of the whole structure, and that 20'0" is consequently the height of the horizontal diameter which is also the spring of the arch that rises, not from that point as might well be expected, but from above the entablature some 8'0" higher, fig.38a. The line at 20'0" in 'The 1st Great flat Scene', but absent from 'The Pastoral Scene', could indicate therefore the underlying geometry of the architecture of the building of the proscenium arch and indeed of the whole theatre, rather than a structural note to an incompetent carpenter. This line at 20'0" in the finished drawings is also present in the Thornhill rough sketch, 50 recto, pl.LIX, in which place it is again used, it is suggested, as a compositional guide.

The immediate conclusion to be drawn from this proposition is that 'The 1st Great flat Scene' is the front cloth or a down stage flat scene for the proscenium arch depicted in 'Sketch 46', but this fact will emerge with more certainty later, for the moment the conclusion drawn from this analysis is that the line at 20'0" was used by Thornhill to control the design in order to harmonize its architectural features with those of the surrounding framework. The line was not related in any way to the structure of the carpentry behind the canvas. Consequently, this fact, in conjunction with the title, and the statements regarding the flat scene leads to the conclusion that this flat scene is nothing other than a very large cloth.

When Southern analysed this sketch, pl.LVII, he considered that the line drawn horizontally across the scene at 20'0" from capital to capital, established a structural guide to the carpenters, indicating that at 20'0" was the height of the lower groove system, but in a very similarly proportioned design, pl.LVIa that might also have been constructed in the

manner Southern suggested, no such line occurs to guide the carpenters. The design, 'The Pastoral Scene', was probably designed by Thornhill at the same time as 'The 1st Great flat Scene'. Furthermore, there is no strong pen or pencil line at the centre of the drawings running vertically that might indicate that they were made in two halves. One can hardly argue for the absence of lines in one place on the grounds that the practice was common enough for the designer to ignore the inclusion of the line and yet insist that when a line is strongly drawn it clearly indicates a break in the scene. Some occasions on which one might find a definite line placed centrally and vertically, further study reveals that it was used for scaling or proportioning parts of the design, or that the artist had worked up one side of a symmetrical design and had then folded the sketch over to press off the image, or again, that the original sketch was pounced off and traced on to the other side. In such cases the centre line is vital for the control of the pounce. But in answer to Southern's interpretation it might be suggested that if it is injurious to the design to indicate the vertical break in the shutter, it is no less obtrusive in the case of the horizontal break. Indeed if 'The Pastoral Scene' had been a shutter, this point is borne out, for Thornhill thought fit to leave out all guide lines.

Should the above argument not satisfy all criticism there is a stronger defence to be found on two other counts, first, of practicability, and secondly, of definition. First, allowing that the argument so far presented that this scene is for the Haymarket and that 'Sketch 46' is indeed of that theatre and that the 1776 plan for E. Vanbrugh, pl.L, is accurately drawn, then the breadth of the theatre is known to have been 54'8". Even if one accepts Southern's figure for the breadth of 'The 1st Great flat Scene' as 24'0", the flat would have been slightly larger in order to mask at the

outer edges and also it would need an additional fillet to mask the centre join when the two sides came together. This would, at the very least, require a further 1'0" to be added to the whole breadth, making overall 25'0". When fully opened therefore this flat would require a total width of 50'0", thereby permitting only 2'4" per side for free movement. Yet it has been argued above that the width of this flat is more likely to have been 28'0", plus the extra operating additional 1'0" if it were a shutter. A 28'0" structure would require 56'0" in which to operate, which would be totally impossible to manipulate in a theatre only 54'8" wide. Additionally all access to the forestage entrances would be prohibited. On these grounds alone such an interpretation of the scene is untenable. It should also be recalled that the same treatment should be accorded 'The Pastoral Scene' which is actually marked 26'0" wide.

In the case of 'The Pastoral Scene' there is neither a vertical line nor an horizontal line indicating the break points in the carpentry. Indeed, whereas the design of 'The 1st Great flat Scene' does give some justification for considering the 20'0" height to be a satisfactory break point, in that the drapery and the clouds would present an interesting and lively profile, and the subject matter is certainly in two parts, thus making a join at that point in the composition acceptable. No such possibility is built into 'The Pastoral Scene', unless one were prepared to accept a leafy border profile that would cast hideous shadows on the 'trees' beneath. If this had been necessary I would hazard the guess that Thornhill would have submitted a design that would have taken this limitation into account.

The second area of debate is that surrounding the definition of a 'flat scene'. Southern argued²⁸ the case for the renaming of parts by 18th century designers and stagemanagers, suggesting that, for unaccountable

reasons, from 1669 or the published version of Boyle's Guzman, (LIF I, 1669), 1693, they called some shutter scenes 'flat scenes', and that the distinction was being made between scenes of relieve, shutter scenes and cut scenes, not to mention frontispieces.²⁹

Without any doubt a scene 26'0" - 27'0" wide and at least 32'0" high, is a great scene. Unfortunately we have no qualification regarding 'The Pastoral Scene', but doubtless this was a 'great' scene if not the first scene. It will be argued later that this great flat scene was the '1st' because it did duty as a front curtain or frontispiece, and therefore it was placed first behind the proscenium arch. However, taken on its own, if a flat scene cannot be operated as a shutter, as demonstrated above, the only other possibility is that it was flown. Although one cannot find evidence earlier than 1705 for the manipulation of a flat scene in this manner Thornhill supplied the answer himself, ten years later, which can be used in evidence.

In Thornhill's diary, that which he kept during his visit to Paris in 1717, he made notes of his visit to L'Hotel de Bourgogne. On p. 64 he made four entries. At the head of the page are two notes, first,

The front cloth wel painted wth goldⁿ foliage.

and following a short pencil stroke,

Flat scene of a pavil dropt down easy.³⁰

The importance of these comments arises from their application to the interpretation of the note scrawled by Thornhill over 'The 1st Great flat Scene'.

In Changeable Scenery Southern defined the curtain, drop and act drop,³¹ and he attempted to distinguish these curtains and cloths from each other and the flat scene. In the same work he proceeded to discuss the flat scene and the frontispiece and in particular Thornhill's sketch

for 'The 1st Great flat Scene'. He concluded that a flat scene, whether great or small, was operated in a system of grooves and that if it were a 'Great' flat scene the upper part of the design was, in all probability, of two parts divided down the centre, each half capable of being drawn off to the wings after the style of a clouding.³²

Returning to the quotations from Thornhill's 1717 Diary cited above regarding the front cloth, nothing arises to dispute Southern's interpretation of a cloth that falls downstage, behind the front curtains, and that does duty for a house emblem that is more specific than the house tabs, and can be used also to conceal changes made upstage during intervals or action. There is a description of such a cloth at L'Hotel de Bourgogne and this particular cloth was probably seen by Thornhill in 1717.

Such a cloth was all of a piece and removed from sight either by a roller or tumbled out in sections into the low grid of the contemporary theatre. The fact that Thornhill did not mention this cloth suggests that the cloth and flat scene in the notes were scenic rather than house decorations.

It is however the second note that is of more importance when considering 'The 1st Great flat Scene' which may or may not also be a front cloth as will be discussed below. But function aside, the point at issue is its structure, that is, whether it is a cloth, all in one piece, or a composite of four pieces of which the lower portion divides and moves in a set of lower grooves and the upper section, similarly divided in the middle, is drawn off but in suspended grooves or on a track for cloudings. Southern argues for the second possibility on the grounds that flat scenes, since the time of Inigo Jones, were related to shutters and relieve scenes and were a framed out representation of the scene and that they were changed by the utilisation of the groove system. This implies that the

scene with which one is dealing required, according to my measurement of the scale and its application to the sketch, at least 56'0" in which to operate. Whether this was feasible in any particular theatre in London at the time will be discussed, for clearly the scene requires a backstage of considerable width if it were to work in the manner suggested.

Should the design have been for a shutter and groove of the dimensions suggested above one must consider its practicability in any of the contemporary London theatres, not forgetting that Thornhill designed the theatre and scenery for a short season of plays presented in the Great Hall at Hampton Court in 1718. A comparison of stage widths of theatres extant in 1705 is shown in fig.13 above.

Having considered the practicability of the use of these two designs in the light of the contemporary stages, the importance of Thornhill's note is that even though the theatre, L'Hotel de Bourgogne, was French, Thornhill the stage designer, recorded the scenery in his own terms and stated, obviously admiringly, for there is no other point made in the entry, that the 'flat scene of a pavil dropt down easy'. Regardless of the subject matter of this piece of scenery, the important information is that this flat scene 'dropt down'. This particular flat was not, in other words, operated in a groove system, oblique or parallel, moving on and off stage, but was dropped from the flys, that is, either rolled or taken out in bights, moving vertically and, what is more, 'easy'.

Therefore if one accepts that Thornhill was experienced in theatre matters and did not make verbal blunders, and that he understood what he saw, for him, a flat scene and a cloth were almost synonymous. The only distinction he made in the two notes between the two scenes mentioned was that one was set down-stage of the other. That is, he could have described the first cloth as a front flat scene or the second flat scene as an upstage

cloth; unless he reserved the term 'cloth' for the function of a flat scene that operated immediately upstage of the curtain, or does duty as the curtain.

This information clearly suggests that 'The 1st Great flat Scene' could have been a large cloth, precisely where it was hung on the stage is the subject of consideration below, but it certainly need not have required the cumbersome equipment suggested by Southern, or the lateral space required for such a 'Great flat Scene'. On the other hand the space required would be determined by its hoisting system, that is, either a roller, which would require two to three feet of free space or, a tumble system, in which case it could be operated in as little as one foot, i.e., six inches either side of its upper hanging batten.

With regard to the placing of 'The 1st Great flat Scene' on any stage, it becomes clear that it was designed to hang behind an arch similar to that shown in the sketch, similar because of the argument pursued above. Thus the conclusion is that since this arch corresponds to that reconstructed from 'Sketch 46' and that arch was shown to represent the proscenium arch of the Queen's Theatre, 'The 1st Great flat Scene' was a front cloth designed for that theatre. First, its size makes it acceptable and secondly, the subject matter is such that it would be appropriate as a permanent House cloth relating the auditorium to the stage in both its architectural design and its symbolism.

The conclusions drawn from the evidence set out above are first, that 'Sketch 46' does represent the first proscenium arch of the Queen's Theatre in the Haymarket, secondly, that when the skeleton fig.38, derived from 'Sketch 46' is fleshed out with evidence from 'The 1st Great flat Scene' and 'The Pastoral Scene' in fig.39, not only are there seen to be clear relationships between these drawings but that collectively they produce an

architectural feature that represents the original design by Vanbrugh.

Before offering up this reconstruction to contemporary literary evidence in order to justify the above conclusion, new evidence will be presented that relates the proscenium arch and forestage of the theatre to the auditorium. The work in question that provides this new information is Thornhill's 'Queen Anne's Patronage of the Arts'. This drawing, it will be argued, was intended as the design for the ceiling of the Queen's Theatre before the 1709 alterations. After that date if it was not ruined in the alterations it must have been severely mutilated.

The Design of the Forestage and the Auditorium of the Queen's Theatre.

'Queen Anne's Patronage of the Arts'

The discussion of this sketch, which until now has received no specific identification, is undertaken to demonstrate that it should be considered as part of the original 1705 decorative scheme, namely the ceiling, planned for the Queen's Theatre in the Haymarket. The sketch is shown in pl.LX and it is redrawn to the common scale in fig.42.

The design is in the keeping of the Huntington Library, San Marino, California. It is reproduced, with notes, by Robert R. Wark, in his Early British Drawings in the Huntington Collection 1600-1750. The only account I have found concerning this sketch is that by Wark in the work mentioned above. I quote it in full for the note supplies information beyond that of mere description, much of it relevant to the following examination.

Thornhill, Sir James (1675/6-1734)

M. Queen Anne's Patronage of the Arts.

Pen and brown ink with grey wash; 8 $\frac{1}{4}$ " x 9 7/8"

Verso: a sketch of the area covered by the drawing
on the recto, with measurements.

Exh: Old Master Drawings. (Colnaghi, London, Jan-Feb 1952), No.19;

Sir James Thornhill. (Guildhall, London, 1950), No.135.

Prov: Sir Bruce Ingram (Lugt 1405a)

Acq: 1963 (Acc No. 63.52.256).

The decorative scheme to which this drawing belongs has not yet been identified. The measurements on the verso of the drawing indicate that the room was 54'8" wide, it also seems probable from the verso sketch that the three small circles were part of the architecture of the room, either as windows or wall recesses; the distance of each from the edge of the space is given. The design might possibly be for the proscenium arch of a theatre.³³

It is in the belief that the decorative scheme can now be identified that a fuller analysis of the sketch is pursued in terms of its subject matter, dimensions and architectural details.

The current title is partially acceptable, for in the flower framed vignette in the lower central region of the design Queen Anne, emblematically depicted as Britannia, reclines upon a shield bearing her cypher. It is therefore reasonable to speculate that the work was created for an important public building of considerable proportions during the reign of Queen Anne, 1702-1714.

But this title neglects, on three counts, to consider the importance of the other figures that are represented, thus diverting attention from subjects that may later be considered more important. First, fig.43, these other figures are slightly larger than the Queen, secondly, they are compositionally in stronger positions, and lastly, they are more interestingly engaged. One cannot at the moment discuss the colour emphasis, but clearly Apollo, (16), placed with Mercury, (23), hovering over his right shoulder and cupids, (24), over his left, is compositionally more commanding. Apollo, enthroned upon a cloud, surveys the Muses of the Arts and Sciences ranked on either side. Additionally, Thornhill introduced Fame, on the left, and Time on the right. All is confined within a massive frame, a frame that indicates the orientation of the design within its intended structure, for the base is surely abutting the principal wall of the building.³⁴

The composition, above the semi-circular moulding, depicts therefore, Apollo with his messenger, in a glory consisting of the nine muses and kindred sciences, all of whom are inevitably subject to the mutability of Time. It will be seen that, with the exception of Thalia, the muses are grouped on Apollo's right hand. The placing of Thalia amongst the sciences and apart from the conventional nine muses becomes clear when their respective symbolic functions are considered further, beyond that is, the compositional requirements of controlling a large number of characters balanced round a central figure. There appears to be a selective force at work which could be related to the function of the design. Melpomene represents tragedy and Thalia comedy. Both of them share corresponding and dominant places on each side of Apollo in the design. Further, whilst these two principal elements of drama hold this strong position, music, dancing, singing and other species of poetic drama are not forgotten when the iconography is interpreted, for Euterpe, Erato, Terpsicore, Polyhymnia and Clio with Calliope are the guiding geniuses of these forms. All are ordered by Urania's force of cosmic measure and harmony. Urania's corresponding genius, Mathematics, gives his laws of order and proportion to architecture and painting. All these arts and sciences combine in the activities of the theatrical production of the two principal genres - tragedy and comedy - especially when they are brought together in opera.

Not surprisingly Thornhill used throughout, with certain liberties, the iconographical scheme set out by Cesare Ripa. In several instances the omission of some attributes in the drawing could be a matter of scale, or one might surmise that Thornhill did not concern himself with certain details at the sketch stage and intended to add the conventional properties later in the oil model or in situ.

If some of the emblematic attributes of a certain muse seem lacking in the principal area of the picture, Thornhill remedied this within the semi-circular panel which frames Queen Anne and upon which the muses sit. On this panel, like trophies, the emblems of the Muses and Sciences lie in confusion and are joined by further attributes of Majesty - the crowned lion, (2), and the unicorn, (3). The crown itself rests upon palms at the centre of the lower frame. This crown may have been combined with the Queen's Arms and additional mantling which would have been carried out in relief at the centre of the arch beneath. Such a termination seems likely for the design in this area appears to be partially incomplete. The only remaining symbol is set in the central void. This star could be the Garter Star, (25), and so it joins the regal emblems as attributes of the Crown, and links the terrestrial majesty with the divine, vertically, through the composition. There is, therefore, undeniably and regardless of the omissions, a strong case for considering, on the grounds of subject matter alone, that this sketch is a design for, first, a theatre and secondly, a theatre performing under the patronage, patent or licence of the Queen.

If this argument regarding the decorative scheme is acceptable, there remain considerations of a practical nature that must be resolved and the three small circles that occur in the decoration must be accommodated within the scheme.

It is at this juncture that the information supplied by Thornhill on the verso of the design is of importance, pl.LXI. The dimensions on the verso of the sketch show that the length was 54'8" and thus, by proportion, the breadth, which is not marked, is 45'8". That the verso sketch relates to that on the recto is clear when the measurements are checked against each drawing and this will be discussed below together with the circular recesses, thereby establishing the correspondence.³⁵

It has been suggested previously that the design was possibly for a proscenium arch but it becomes apparent that this is an unlikely function for a design of such proportions. Given the breadth of the proscenium arch wall to be 54'8" the design would then in some way be placed vertically above the proscenium arch. Even if one considered the modest height of such an arch to be 16'0" and that of the stage level only 4'6" off the auditorium floor, the total height of the proscenium wall would be 66'2" and there is, as yet, no structure superimposed upon it to carry the roof. A vast wall would have been raised, the most important area of which would be the frame, rather than the opening itself. There must be another purpose for this design; clearly it is not for a wall above a proscenium arch.

If, on the other hand, one considers the dimensions 54'8" x 45'8" reasonable for a ceiling then a design of such proportions would fit the auditorium of Vanbrugh's Queen's Theatre. Although this first house was altered several times on no occasion was the original shell redesigned before it was burnt down in 1795. The Dumont plan, pl.XLIX, 1764, gives the internal breadth as 54'8" and this is corroborated by that drawn for Edward Vanbrugh, pl.L, 1776. The elevation of this theatre drawn by Dumont shows the ceiling, as one might have expected after attending to the description by Cibber³⁶ of the changes wrought in 1709. Cibber's account of the alterations is verified, for Dumont shows one ceiling in a straight line from the proscenium wall to the rear of the circle and another, which was inserted later, raking from a lowered proscenium opening to meet the original ceiling midway between the proscenium arch and the back wall of the auditorium. This modification was effected that the acoustics for the spoken word might be improved. If the distance from the proscenium arch to the rear wall is measured on both plans, Dumont and Edward Vanbrugh, the resulting dimension is 45'8".

The sketch 'Queen Anne's Patronage of the Arts' is not only appropriate in terms of its subject matter to be the crowning glory of the Queen's Theatre but, also its dimensions correspond with those of the auditorium of that theatre. The argument that this design is for the ceiling of that particular building does not rest solely upon this evidence but upon several other grounds.

The radius of 20'0" controlling the band of moulding for the semi-circular frame within the design of the ceiling is in harmony with the proscenium arch and auditorium. Although the centres are not common, the radius for scribing the arcs for the auditorium and semi-circular forestage is the same. This underlying construction of the decoration combines in an artistically comprehensive manner the physical arrangements below with the decorative scheme above. This is clear if a tracing that shows these curves in the ceiling, fig.42, is placed upon a plan of the auditorium, fig.34. It will be noted that though the curve does not follow exactly the line of the seats, it does maintain the circular design scheme. Additionally, the curve on the moulding of the semi-circle, if continued, would strike the inside edge of the supporting columns of the downstage proscenium arch. Thus giving the effect, on the plan, of giving an almost perfect circle. These details with regard to the auditorium were examined above, but the linking of auditorium to stage will be discussed more fully below. Here one must take account of the recesses which are indicated in the design and in the verso sketch, pl.LXI. However, it is apparent that attempts were made to combine decoratively and structurally the two parts of the theatre, the stage and auditorium, into one organic whole.

Skilfully Thornhill incorporated these recesses in his design, allowing the clouds about Fame and Time to drift through those to the left and right and consequently soften their profile. It was these voids that caused

Thornhill, I believe, to shift his centre into the frame of the ceiling itself, rather than adopt Vanbrugh's axis. This he had to do for had he used the common centre, his arc would have cut through those circular recesses about to be considered. The circles would have been too uncomfortably close to the semi-circular moulding. I would suggest that they were fixed before Thornhill could have anything to say about them. The accuracy with which he measured the ceiling for the design would seem to support this opinion. The measurements 10'5" and 14'4" would suggest that they are dimensions that occurred during the building and were not necessarily planned. But for these recesses the encircling moulding might well have been scribed from the same centre as that of the auditorium.

The voids in the semi-circle have been described as 'windows and recesses'. It now becomes clear that, if the design is of a ceiling, they were air vents, fulfilling also the function of positions from which the chandeliers over the auditorium could have been raised and lowered. This is especially likely from the central 'Garter Star' position. The diameter of the circles, before any decoration encroaches, is 3'9", which is quite large enough to cope with this function. Perhaps the lights could not have been drawn completely out of sight but they would have been lit, or lowered for lighting, by means of winches situated in the roof above.

The perspective of the ceiling design suggests that it was drawn to be seen at its best from the centre circle box. That the figures grouped around Apollo are all set out on circles described about a point set on Apollo's navel, links them with the other circular elements of the design. The overall circular composition drawn beneath the Olympian scene reinforces the statement made by an early visitor to the theatre that nothing in the theatre was designed on the square.

It is also necessary, in conclusion of this particular discussion, to point out that no other theatre was built or refurbished to any considerable extent, either in London or in any of the Queen's establishments during this period.³⁷

Consequently it is for all the reasons suggested above, that an identification is proposed for this sketch, 'Queen Anne's Patronage of the Arts', and the decorative scheme for which it was prepared, namely the ceiling of Vanbrugh's Queen's Theatre in the Haymarket. The areas in which it has been shown to satisfy the requirements of such an attribution are those of the subject matter, the overall dimensions of the work, and the co-ordinating features of its design and the functional elements contained within it. If this argument is acceptable it follows that the work can be dated as from between 1704 and early 1705.

Further information that may possibly bear on the design of the ceiling is found amongst Thornhill's work. It was suggested above that the title of the sketch might have been subsequent to its designing and that when first prepared an alternative title, 'Apollo and the Nine Muses', could have been in his mind. Should this be thought possible, there is a page in Thornhill's Sketchbook, page 63, which is of special interest in this respect.

Sketchbook p. 63, pl. LXII, is primarily a sheet of accounts. It has entries in Thornhill's hand written in ink and pencil. But those entries that touch upon this matter are in ink. These notes, quite haphazardly scattered on the page, are concerned with Thornhill's accounts for several commissions but of importance are those related to his theatrical undertakings and are not, it would seem, circled in order to exclude them from one another. At the head of the page are items that obviously relate to theatre work and these are discussed elsewhere, but there is also another group of notes further down the page. It will be observed that they deal with the prices to be charged for, or the rates for, several decorative

architectural features. The second item is 'Ap and 9 muse - 30£', hence the labouring over establishing an alternative title, for surely this abbreviated, almost shorthand jotting, is related to a decoration which Thornhill himself considered to be Apollo and the Nine Muses. It might not be too cavalier to suggest that Thornhill was not attempting any precise naming which included all the characters depicted in the sketch. The purpose of the entry reveals Thornhill's preoccupation with costs not cataloguing. Should this entry relate to the ceiling the rough account furnishes one with the expense to which Vanbrugh was put for at least part of the decoration of his theatre.

£30 seems extremely cheap for a painting of the proportions discussed, especially when compared with the price of the scenic decorations at the top of the page. However even if Thornhill undertook this work at the lowest possible rate, as low as the ultimate 25s per yd. at Blenheim, the ceiling would have earned £350 on the assumption that the ceiling was roughly 280 yds square. One can account for the relationship between the ceiling and the £30 however if the current price of canvas was roughly 2s per square yard.

That the three elements were gathered together and entered, apparently at the same time, could seem to indicate that they were related to this commission. Should all the foregoing arguments be correct then it follows that the modillions and panels, mentioned as the other items, were closely connected with the same decorative scheme. Where and how 89 modillions, presumably feigned architectural features, and 15 'panels under them' were placed must remain pure speculation. But the note does show the expenses incurred by Thornhill with which Vanbrugh and his colleagues were charged to decorate part of their auditorium.

Item i,	89 modil at 9d each	3. 6. 9.
ii,	Ap & 9 muse	30.
iii,	ye panels under them 1£ 10s each	
	15 ----- is	22. 10. 0.
		<u>£55. 16. 9.</u>

'Charge: 20£ pr moneth looking over it & all wages & expenses', -
 unfortunately it is not possible to establish the time to bring the work to
 its conclusion but the engagement could not have lasted longer than a year.

One can imagine the colour scheme of the work and, with some justifi-
 cation, recreate it, if the information regarding the colour iconography of
 the muses and other characters is carefully interpreted, for this is controlled
 by convention. The surviving models, works and sketches indicate clearly the
 manner in which Thornhill would have rendered the figures, drapery and clouds.
 The inner semi-circular frame holding the trophies, I suggest, would have been
 gold, as might well have been the lion, unicorn and crown. Britannia sur-
 rounded by golden garlands of flowers would revert to the naturalistic
 rendering found elsewhere. The massive frame would probably have been feigned
 gold also.

Actual finished works having similar compositions can be seen in the
 Painted Hall and Upper Hall, Greenwich Hospital, the Sabine Room at Chatsworth
 and the pages 106 verso and 107 recto of Thornhill's Sketchbook. There are
 three models in the Victoria and Albert Museum indicating both tone and
 treatment.

It was this ceiling that, in 1709, was lowered, as Cibber recounted.³⁸
 No longer did it run in a straight line from the proscenium arch to the back
 of the auditorium. The elevation of 1764 by Dumont shows this reconstruction.
 Whether or not the decoration was in some way retained in spite of the altera-
 tions, or was obliterated, there is no evidence.³⁹ The embellishment of the
 ceiling might well have suffered the same fate as other exciting and dramatic

features of the new theatre that Vanbrugh had proudly claimed was 'very different from any Other House in being'.

All the evidence argues that this ceiling should be recognised as one of Thornhill's earliest works. Since the theatre opened in 1705 this design, and possibly others that were intended for the theatre but now lost or unidentified, must have been developed during the early months of 1704. The sketch brings to light therefore, his first large scale public commission that has not previously received any documentation and which was undertaken simultaneously with his private work at Foley House, Stoke Edith and Chatsworth. Other theatrical work at this time was the designing of the settings for Arsinoe, Queen of Cyprus at the Theatre Royal, Drury Lane.

The Reconstructed Proscenium Arch, Auditorium and Contemporary References

Drawing together the contemporary descriptions of the stage and auditorium that were summarized above, the graphic evidence provided by Thornhill and the projected reconstruction, the following analysis will discuss briefly, in turn, each significant feature.

Following the reconstruction of 'Sketch 46' with the assistance of 'The 1st Great flat Scene' and 'The Pastoral Scene', the projected reconstruction of the Queen's Theatre, fig.39, certainly provides a proscenium arch that might be described as a vast triumphal piece of architecture; not unlike a temple or a church for which Defoe was pleased to mistake it. But it will be realised that Defoe must have been bold enough to enter the auditorium in order to know of these and other features he mentioned in his article.

The shafts of the columns, diameter 2'0", which are set on low bases rising to a height of 20'0", and carry 3'0" Corinthian capitals supporting a deep 5'0" cornice, are all decorative features that could have been lavishly gilded in typical baroque manner.

Since the forestage area was covered by a dome, or a section of a dome, the columns and cornice must form a semi-circle in order to support it. The height of the dome over the forestage is 40'0" and rises 12'0" over the cornice - not quite as high as Cibber recalled.

The Diverting Post, 14 April 1705, commented upon the relation of the forestage to the auditorium noting that,

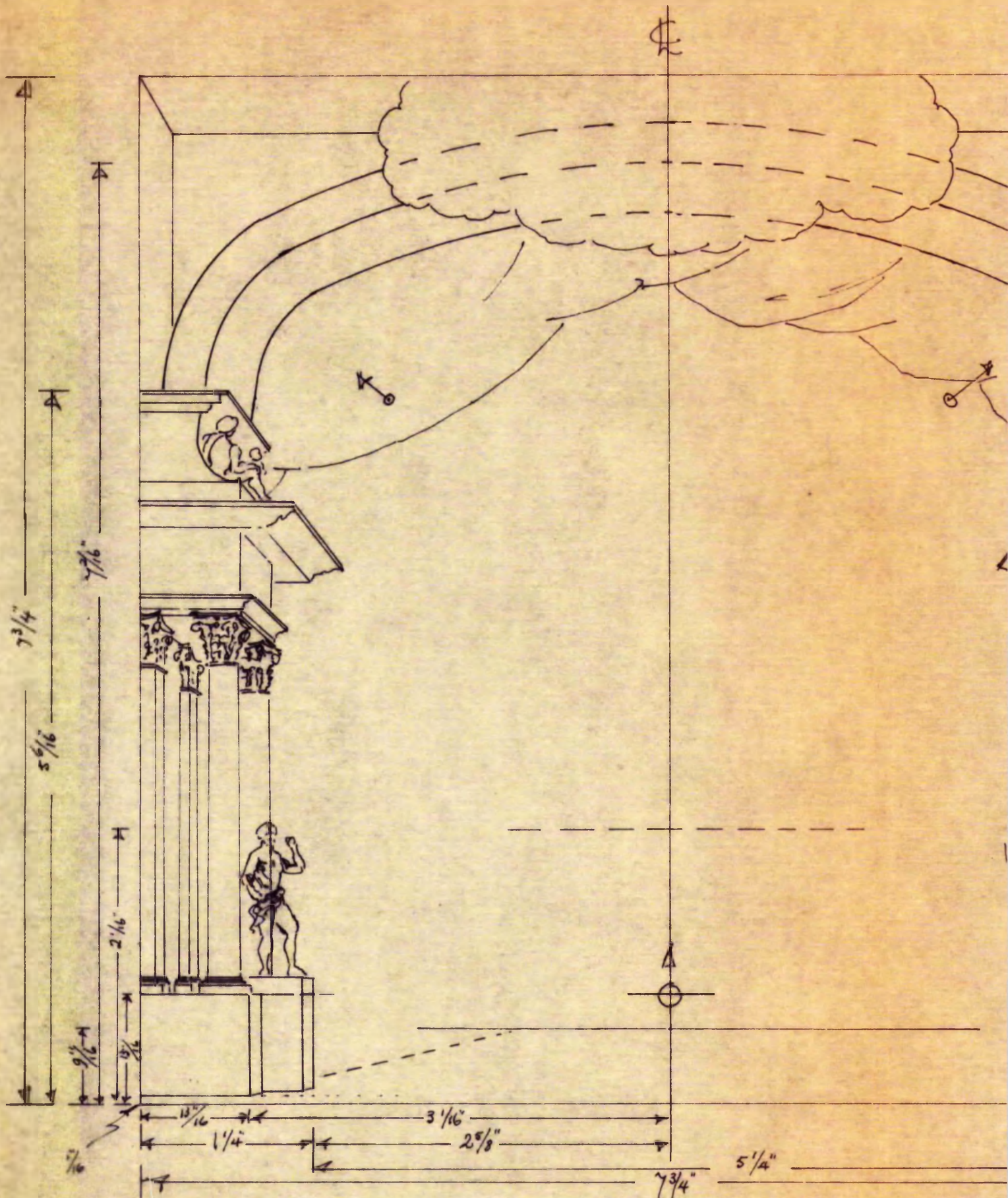
When I their, Boxes, Pit and Stage did see,
Their Musick Room and Middle Gallery,
In Semi Circles all of them to be,
I well perceiv'd they took especial care
Nothing to make, or do upon the square.

The semi-circularity of the forestage was clearly projected into the auditorium. The reconstruction in the auditorium, unlike that of the forestage, does not require such extreme reorganisation of the theatre as drawn by Dumont. With the subtraction of the side tiers of boxes the original pit seating can be re-established. The arcs of the semi-circular classical seating pattern have been continued to the walls, thus reinstating the conditions that gave rise to the impression of great width, 54'8"; an open space that then gave on to the boxes and galleries which curved, at the front, in an arc 27'0", from wall to wall in semi-circles both before and after the 1709 alterations. This semi-circularity was reflected in the ceiling design drawn up by Thornhill in 'Queen Anne's Patronage of the Arts'.

Above the auditorium was this high ceiling which rose over the pit 2'0" higher than the summit of the dome, and as Dumont indicated, pl.XLIX, it ran in a level line to the rear of the gallery, 45'8".

In conclusion, therefore, in terms of the general description, style and dimensions it is proposed that 'Sketch 46', 'The 1st Great flat Scene' and 'The Pastoral Scene' combine with 'Queen Anne's Patronage of the Arts' to provide the essential information that with Dumont's plan and elevation, show the original form of the Queen's Theatre in the Haymarket. A theatre designed around a central sphere having the radius of 20'0".

Fig. 44.



Scale - $\frac{1}{4}$ " - 1' 0"

Although the 1709 alterations swept away Vanbrugh's original conception of a new proscenium arch, the semi-circular structure with its dome, it is possible that the columns with parts of the box furniture, were cannibalized in the reconstruction. The columns, cornice and boxes are seen reconstructed in places other than Dumont and Grisoni, namely pls.LIVa and LIVb.⁴⁰

In spite of the discrepancies and sometimes contradictory evidence these illustrations provide, they make it still more difficult to accommodate the current acceptance of the subject of the following chapter.

Before proceeding to a review of the state of the whole theatre between the years 1705-9, this projected reconstruction of the proscenium arch must be defended against criticisms that might arise from a contender - that represented in a sketch from the Burney Collection.

The Thornhill 'Sketch 46' and the Burney Collection Sketch U.597

A defence of 'Sketch 46' against the claim that a sketch in the British Museum, Burney Collection, represents the proscenium arch of the Queen's Theatre in the Haymarket, 1705-1708.

Because this Burney sketch, pl.LXIII and fig.44, has been the subject of several commentators' analyses when touching upon either the Queen's Theatre or 18th century staging techniques, it and the claims made for it require examination. These claims, it must be admitted, made with some scepticism, have over the years raised possibility to the level of probability when in a recent exhibition of 18th century theatre designs this drawing was claimed to be, in the catalogue, the proscenium arch of the Queen's Theatre in the Haymarket. The drawing now bears this attribution upon its mount in the B.M. Print Room, and in the B.M. catalogue is described as Burney Collection, Vol.IX, 101, 1972 U.597, 'Proscenium and Stage of the Queen's Theatre in the Haymarket', Anon., Draughtsman, perhaps Italian working early XVIIIc. The catalogue of the 1975 exhibition The Georgian Playhouse described the sketch as follows in note 284,

There is no date on the work and the artist is unknown. Stylistically Mr Edward Croft-Murray suggests that it is the work of an early 18th century Italian. The nationality of this attribution clearly makes for more difficulties since there are so few Italians known to have been working in London at the time. With regard to the dating, the style of setting was in fashion over too many decades to be of service.

Although the style is said to be 'Italian' it might be the work of an English or French painter who had studied to cultivate such a fashionable technique. Of the few known scenic designers who were working in London before the arrival of Pellegrini and Ricci in 1708, none is Italian but several had made contact with continental painters who were working in England, for example, Verrio, Laguerre and Cheron, from whom they could have learned something of this lighter treatment of both architecture and colour. The coloured photograph reproduced by Southern as his frontispiece to Changeable Scenery gives the work a much more elegant appearance than the original possesses. The figure drawing in the statuary and the glory around the arms over the arch is loose and lacking in firm anatomical articulation. The architectural structure and details are carried out with both knowledge and facility.

If the claims for the sketch are temporarily accepted one can set at least a limiting terminal date on its design, for the Queen's Theatre lost its arched proscenium opening during the structural alterations of 1709. After that date it would not seem to any designer's advantage to sketch a setting in a frame that had now been changed after several years unhappy existence. Furthermore there are two oil sketches by Grisoni, pls.LIIa and LIIb, 1724, that show the proscenium arch constructed at that period of alteration. This point does not help the claims made for any Italians working in England after 1709, or that the sketch represents the proscenium arch after that date.

ROYAL ARMSFig. 45 .

a,

1st and 4th Quarters,

France - England quartered,

2nd, Scotland,

3rd, Ireland.

Charles II } 1660-1689; Anne, 1702-7
 James II }



b,

1st and 4th Quarters,

France and England quartered,

2nd, Scotland,

3rd, Ireland,

Inescutcheoned - Nassau.

William III, 1689 - 1702.



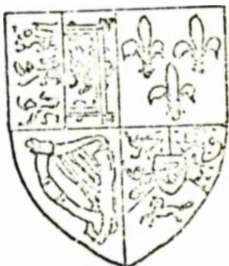
c,

1st and 4th, England and Scotland,

2nd, France,

3rd, Ireland.

Anne, 1707 - 14



d,

George I, 1714.

1st, England and Scotland,

2nd, France,

3rd, Ireland,

4th, i, Brunswick lions; ii, Luneburg lion
 and hearts semée,

iii, Horse of Hanover,

inescutcheoned over all, Charlemagne's crown.

In order to suggest a period rather than a year during which the work was produced it would seem that the only element in the design that could possibly help would be the arms over the proscenium arch. This point has not been discussed previously in any analysis, but again this feature does not provide unambiguous information.

Of those English, or long resident foreigners such as Verrio or Laguerre, who might have been engaged in theatrical work over the suggested period it is unlikely that they would make an error in the quarterings of the Royal Arms, for many of them were, from time to time, also engaged in the design and decoration of royal palaces. Additionally, if it were a design for Vanbrugh's theatre it is unlikely that a painter would provide the Clarenceux Herald with an inaccurate device. It only remains to suggest that a foreigner not totally familiar with the theatre in question might make an error in this department. However, although the royal arms are not easily discernible to the naked eye, due to rubbing, and the fact that only parts of the decoration are coloured, with a glass, it is fairly easy to make out the original design.

The arms, supported by a galaxy of heavenly bodies, are surrounded by what appears to be the Garter ribbon which is carried out in blue. It is surmounted by a crown touched in in yellow-gold. The quartering of the arms is, 1st and 4th quarters, France and England quartered; 2nd quarter, Scotland; and the 3rd quarter, Ireland, fig.45a. There is uncertainty as to whether or not this reading is complete for there is the suspicion that the arms of Nassau are superimposed, fig.45b. In spite of the lack of definition it is quite clear that the arms are not those of Queen Anne after 1707, fig.45c, nor those of the Hanoverian monarchs after 1714, fig.45d.

These possibilities imply that the design could be for any production mounted from the Restoration down to 1707, with the exception of the years

1689-1702 if one is unconvinced about the presence of the Nassau arms of Orange William III and Mary. But with these arms the period must be limited to the thirteen years of William and Mary. If the later were correct this design was not intended for the Queen's Theatre and could not show that theatre's proscenium arch. Alternatively three possible locations could be suggested, either LIF II or, before 1698, the Great Hall Westminster, or again, St James's Palace. On the grounds of scale alone it would seem that the first two of these possibilities is more likely than the third. If, on the other hand, the arms are definitely those of the Stuarts before 1707, and it can be shown that the proscenium arch shown is not that of the Queen's Theatre, there remain two further possibilities, that of the Theatre Royal Drury Lane and of Dorset Garden. With regard to the scale of the design it could be placed in either of these theatres, but with regard to Drury Lane there is only the Wren 'Playhouse' design, pl.XXIX, as guidance and in this case, if one accepts the Wren drawing to be for Drury Lane, the arch shown in that drawing bears little resemblance to anything illustrated in the Burney sketch. Dorset Garden has been more accurately depicted in Dolle's engravings for The Empress of Morocco pl.LXV. The proscenium arch in that place, whilst sporting the Royal Arms before the Music Room, certainly has the width and height to accommodate the Burney design if it were a frontispiece set behind the existing permanent arch. This solution to the problem does however strain the evidence and the possibility of acceptance.

There seem to be on balance therefore three possible locations according to one's interpretation of the arms over the proscenium in the Burney sketch, the second theatre in Lincoln's Inn Fields would be the only public theatre, and the Great Hall, Westminster, a probable private theatre, with the possibility of the St James's Palace theatre remaining an outside chance.⁴¹

If there is any characteristic that distinguishes one theatre from another it is its proscenium arch and it is to this area of the Burney sketch

one now turns. To avoid subsequent repetition of certain points in the defence of 'Sketch 46', evidence will be drawn from other sources, both literary and graphic contemporary records, as well as more recent interpretations of the material.

There are several conditions that any reconstruction of the Queen's Theatre must fulfil and although they are of a general nature they are no less important and must be taken into account. First, it is undisputed that Vanbrugh designed the theatre. But this may be interpreted more widely to include his colleagues in the Office of Works, Wren and Hawksmoor. Secondly, Vanbrugh stated of the design that 'it was like no other'. And thirdly, according to the notice in The Diverting Post, 14 April 1705,

. . . I well perceiv'd they took especial care
Nothing to make, or do upon the Square.

The reconstruction of 'Sketch 46', fig.38, was carried out with these qualifications in mind. Nothing was introduced that seemed inconsistent with the early style of Vanbrugh and Hawksmoor. Indeed subsequent study of the auditorium will show that the treatment of the staircase and other details were carried out in a similar manner to that which the two architects were adopting in commissions undertaken at the same time as the building of the Queen's Theatre. Secondly, regardless of the fact that the design did not fall out according to any preconceived notion of the typical Restoration stage, no effort was made to make it conform, believing that when Vanbrugh wrote that his theatre was like no other, he knew what he was writing about. There is no need to elaborate upon his already extensive acquaintance with the theatre and particularly Lincoln's Inn and Drury Lane. And finally, I do not believe with Nalbach that,

The author, bound by the rules of metrics, may have meant
semi-ellipsoidal,⁴²

when referring to the benches in the pit, the edge of the forestage, the music room, the balconies and the apron stage. He, the versifyer, wrote,

'In Semi-Circles all of them to be', and one presumes that that is exactly what he meant, not suffering any inhibitions regarding either style or sense. But the Burney sketch does not measure up to such criticism when its parts or architectural features are examined in the light of similar evidence. In fact the squareness of the design is accentuated by the treatment of the spandrils, and the manner in which they are related to the frame suggests that the forestage area and the accompanying doors were indeed as square as the implied squareness intimated by the feigned architecture.

Richard Southern suggested that the actual proscenium arch columns were hidden in the Burney sketch by the employment of apron flats. The evidence he brought to this suggestion was drawn from the stage directions related to productions at Dorset Garden.⁴³ Montague Summers had also made reference to this very same technique.⁴⁴ It is surmised that it was this interpretation that influenced Leacroft to remove this supporting structure from the design in his reconstruction of the Queen's Theatre, and to substitute those columns drawn by Dumont, pls. LXIV and XLIX, respectively. These columns he adopted to support the Burney semi-elliptical arch to give an impression of the first state of the proscenium arch.

Encouragement for this point of view stems in part from the designer. In spite of the tightness of his rendering of the architectural elements in the setting, he failed to bring the same qualities to the definition of the proscenium arch. The looseness is to be found at the spring of the arch over the concave pedestal. But a close inspection of the sketch reveals that the under drawing is tight and accurate, and it is only the looseness of the unfinished painting of the arch that gives this impression. It is only an impression. It is the softness in the drawing that has suggested to some that the arch falls some way upstage of the projecting pink columns, set on high pedestals which also carry the gilded statuary. It is this

cluster of architectural elements that the above mentioned authorities have considered to be strictly scenic and of no structural importance. The examination of this thesis leads one into a rather convoluted argument.

First, accepting the possibility that it is apron flats that are under discussion, it then becomes necessary to examine what they were placed against. If Leacroft's reconstruction⁴⁵ is accepted, the Atlantes corballing the soffit above the arch, pl.LXIII, were both real and trompe l'oeil, although in the Burney sketch they seem to be only trompe l'oeil. On the other hand, it would appear that there is not enough space between the real proscenium columns and the scenic elements to allow a continuation of the feigned corballing. Surely, if there were a reasonable distance between the two, more side wall of the apron and more of the ceiling would be visible, because unless the square soffit seen over the arch were feigned, the glory supporting the royal arms must be at an angle of at least 25° and projecting some eight feet over the forestage under the flat ceiling. Additionally, this is not to be too demanding in this area, for, as far as is known, all the contemporary theatres had two, possibly four, doors of entrance on the apron as well as two boxes, and space must be allowed for them; possibly also space for an orchestra pit.

But the painting in this area does not assist such an argument. The artist did not show any supporting wall between the real arch and this scenic wing. In other words he did not draw the complete apron stage - or the drawing has at some time been cropped, but the line of the corballing would then lie outside the apron flats if that were so. Reference should be made on this point to the Dolle engravings, pl.LXV, for Dorset Garden.

If the apron flats were considered on their own, there appears, stage left and right, through the space between the pilasters and the disengaged round columns a suggestion of foliage which would indicate that the trees in the vista sweep round the whole stage from one side to the other. It

is possible to argue that the early eighteenth century profile flats on the apron and elsewhere would not be fretted out to allow vantage beyond the plane of the wing, but this is doubtful. If this flat were offering a plain painted surface to the audience suggesting distant trees between its columns then, in spite of the various commentators who would have us believe that the audience at that time accepted everything that was put before them, I suggest that there should be a glimpse afforded of the shaft of the column that supports the proscenium arch appearing through the space. One solution to the problem is to conclude that the said 'apron flats' are in reality the columns supporting the proscenium arch. If not, why did not the designer show the full apron stage in order to set off his own contribution? And further, if these flats were introduced on the forestage where exactly were they placed in order to allow effective entrances and yet not mask too much of the stage in the days before the side boxes were erected in the semi-circular auditorium? To such questions there are as yet no satisfactory answers.

It is agreed that at the Queen's Theatre there were three columns of a giant order on both sides of the stage. Clearly from the evidence of the Burney sketch these flats were not placed upstage of the proscenium arch, but must have been set either downstage of the second column, or upstage or downstage of the column adjacent to the pit. Leacroft seems to have placed his flats as far downstage as he possibly could, for he would accept that all evidence of the permanent structure was hidden. One does not know therefore the manner the designer adopted in order to marry satisfactorily his profile flats with the theatre, both with regard to the visual combination of decorative features, and the more practical problem of the carpentry, for surely there must have been as much profile on the offstage edge of the flats as there was on the other. Further, if Vanbrugh's triumphal arches, columns

and dome were as remarkable as all accounts claim, one really wonders what any designer was doing when he was allowed to hide them. There is also the practical problem of interfering with the audience in the onstage boxes, particularly the Queen's, if the flats are placed against the downstage columns of the apron. Further, the orchestra pit does not appear in the sketch surrounded by the superimposed arch if the flats were placed at its furthest extremity from the upstage proscenium arch.

Additionally there is the aesthetic consideration of the congruity of these apron flats attached to either Leacroft's reconstruction, pl.LXIV or fig.39. It would seem to me that, in either situation, they are totally unsatisfactory.

Another detail neglected by the Burney sketch is the dome. For a dome to have been possible would have required the columns to have been placed in a semi-circular fashion. This would have caused an even greater masking problem to the designer of the Burney sketch for the columns would have been spread further apart than if the proscenium walls were splayed, thereby assisting the perspective of the apron and stage. Alternatively they could have been set up and down stage which is the solution adopted by Leacroft. Neither of which possibilities answer the general descriptions that have come down, for neither of the reconstructions would comply with the stricture that the theatre was unlike any other in being. The contemporary forestages were either splayed or square, not semi-circular.

The suggestion has been made above that the Queen's Theatre proscenium arch must have been semi-circular both in its plan and its section to which the reconstruction of 'Sketch 46' clearly complies. But as has been pointed out, the plan of the Burney sketch in the area of the forestage would not, nor would any reconstruction of the upper portion of that drawing as is clearly shown in Leacroft's isometric drawing, pl.LXIV, to which reference

has already been made. In that drawing Leacroft follows faithfully the Burney sketch, interpreting the ceiling as being arched over the upper bay of the forestage, the soffit treated with coffering; downstage, the bay has similar treatment but carried out horizontally, parallel with the stage, and linking with the ceiling over the auditorium. Because of the reasons cited above, this interpretation is found to be unacceptable, for if the attribution suggested for the design 'Queen Anne's Patronage of the Arts' is accepted as the ceiling of the Queen's Theatre, then Thornhill surely would have considered as part of his design that downstage bay over the stage apron if the whole ceiling were to receive an integrated composition. When discussing this design, pl.LX, it was pointed out that the manner in which the details at the centre base of the design had been composed clearly indicated that it was intended to link with some embellishment over an arch or some similar feature, but it is hardly likely that Thornhill would have abutted that heavy frame surrounding the design, to a coffered soffit as rendered by the designer of the Burney sketch. It will be noted also that Leacroft was forced to shrink the size and scope of the glory over the proscenium arch, pl.LXIV, for he was confronted, one suspects, with the very problem suggested above; that such a feature, as represented in the sketch, would flow forward over the downstage bay. Additionally there is the consideration that, aesthetically the Burney sketch must satisfy. It should integrate harmoniously the proscenium and forestage with the semi-circular auditorium and show that they were conceived as one unit. A glance at the two plans is enough to convince that the reconstruction according to 'Sketch 46' is far more satisfactory in solving this problem than that which emerges from the Burney sketch superimposed upon the Dumont plans. One would also like to suggest that it was this feature of his design that pleased Vanbrugh more than its vastness - sufficiently for him to claim that it was like no other. In some respects it was his solution to this most difficult problem

that involved him in ultimately creating such a grandiose structure, for if the radius that was to describe the forestage were to be employed to set out the auditorium, then it necessarily followed that it would have been pressed into service when determining the height of the building. It was for this reason that the arch did not rise in a perfect semi-circle above the cornice but rose from the necking of the shaft of the column. Indeed to have risen above the cornice would have caused the dome to have been even higher by the height of the capitals and the cornice, 3'0" and 5'0" respectively.

The arch shown in 'The 1st Great flat Scene', 'The Pastoral Scene' and the reconstruction of 'Sketch 46', fig.39, is a segmental arch as described above, however the arch in the Burney sketch is described from three centres; the pricks of the compass are obvious in the actual sketch and may be noted in fig.44.

If the complete scenic structure, the false proscenium-frontispiece of the Burney sketch could not be placed with ease or congruity in the domed proscenium of the Queen's Theatre before 1709, and after that date the proportions are inconsistent, it could be that only the columns in the design were scenic additions to the permanent structure. But this possibility founders very quickly on further consideration.

It might be argued that all this is attempting to relate the architecture of the Queen's Theatre to the decorative vocabulary of the Thornhill 'Sketch 46', rather than through the design styles of Vanbrugh and Hawksmoor for similar stylistic characteristics to those found in the Burney sketch. However before proceeding further with the rejection of the Burney sketch, at this point the speculation concerning the broken entablature can be brought into the argument. This particular feature, occurring in the cornice in Dumont's longitudinal section, pl.XLIX, has caused architects in the past

some concern. Ison projected one theory but admitted little confidence in it⁴⁶ and Leacroft, accepting the Burney sketch and combining it with Dumont, found a neat solution to the problem, pl.LXIV. The researches that have given rise to the reconstruction of 'Sketch 46' have now prompted another solution to the explanation of the broken entablature. It should be stated at the outset that this present reconstruction need not accommodate this particular idiosyncrasy but that if pressed it could do so without any embarrassment. The reason for its introduction into the design is due to the influence of the Dumont plans of 1764 upon interpretations of the theatre after the 1709 alterations, pl.LXIV.

Ison, when comparing the Burney sketch and the Dumont plans, argued that there were several difficulties in the acceptance of the sketch especially in the area concerning the columns and that,

Dumont clearly shows a profile break in the entablature over the second column, and this suggests that the third column might have been added in 1709 when the side boxes were formed and the semi-oval arch was replaced by the lower flat ceiling.⁴⁷

This seems a reasonable explanation if one accepts the Burney sketch, even with the reservations held by Ison. But, by doing so Ison put himself in the position of having to accept the columns in the Burney sketch as the columns that supported the proscenium arch itself, and consequently that which appears to me as one vast pedestal upon which are set the pilasters, columns and statuary, is, for him, at ground level, two independent pedestals that allow an entrance between them once the statuary is removed. These columns, Ison suggests, ultimately rise to the cornice which, when the alteration took place, had to be elongated downstage to be supported by the columns in the Dumont plans adjacent to the new boxes. This theory is not a happy one. Too many unsupportable elements are involved, and as will be shown below more fully, the architectural features used in these forestage

flats or proscenium columns are uncharacteristic of Vanbrugh and Hawksmoor at this period, if not at any other, in their development. Leacroft, on the other hand, is able to adopt this break in the cornice with every confidence for it occurs exactly at the point at which the arch rises above the centre column. In this instance Leacroft has to make no apologies for he accepts that there always had been three columns on each side of the stage and that they had always been in the position indicated by Dumont. Consequently he suggests that the arch was buttressed against the core of the column rising to the roof and was set out a little on the entablature but in the downstage bay no buttressing had to take place and therefore the entablature could be cut back in order not to give a too exaggerated profile. Furthermore one supposes that it could be argued that it assisted in some small way to point the arch and the entrance doors beneath. Acceptable as Leacroft's use of this stylistic feature is, it depends upon the adoption of the Burney sketch and the fact that the apron flats or frontispiece obscure the actual columns of the theatre. As will have become obvious it will be suggested finally that when the alterations were undertaken they were far more extensive than Cibber's few words and expression would lead one to suspect.

Although it is agreed that the break in the cornice in the Dumont plan is indeed vestigial, it was not the result of adapting the bits and pieces lying around once the curved triumphal domed proscenium arch was torn down. It is conceivable that it was also present in the original design and that structure suggested in 'Sketch 46'. It has been stated that this feature is unusual and possibly idiosyncratic and also that if one is to accept any reconstruction of the Queen's Theatre, it must be consistent with the characteristics to be found in the work of Vanbrugh. Commentators on the work of Vanbrugh have never doubted that to some degree he depended upon Hawksmoor, and Kerry Downes has recently shown that during his early commissions that

debt was considerable.⁴⁸ In the light of these researches into the relationship between the two architects, it might be more easy to accept the possibility that Hawksmoor contributed more to the building of this theatre than his signature on one of the early documents related to the purchase of Phoenix Yard.

With this in mind it will be argued that while it is to Vanbrugh that one should attribute the idea of the design, it was, as in many other instances, to Hawksmoor that he turned to realise the details. The ordering of the columns and the entablature details, it is suggested, were the result of a combined operation, if not the sole responsibility of Hawksmoor in the on stage area. It will be shown that his hand can be seen in the front of house arrangements. The broken profile to the entablature, this same personal characteristic, can be found in the work of Hawksmoor at Easton Neston, a commission that he was carrying on simultaneously with that of the Queen's Theatre as Vanbrugh was occupied with Castle Howard. But it was at Easton Neston that Hawksmoor used this particular technique, amongst others, that was to appear not only in the building itself but also in the scenic decorations. In the Orangery at Kensington, a work to which the names of both architects are attached, one can see the entablature broken in its profile in order to allow the continuity of the line of the column beneath. But at Easton Neston on the landing at the head of the great staircase and in the alcoved gallery are to be found examples of the same treatment given the cornice in the theatre. At Easton Neston it seems to have been used for exactly the same reason as in the proscenium cornice, and that is to articulate the rhythm over the length of the corridor, or, as in the case of the proscenium arch, to punctuate what would have been a very rapid curving sweep into the inner proscenium arch. Further, it points that upper portion of the dome that was indicated at ground level by the central

column. This upper bay was presumably more important than the lower for the entrance of actors, and of course, it gave on to the scenic decorations beyond. There might well have been another reason for its presence at that point that is suggested by the line that curves over the centre of the dome in 'Sketch 46'; discussion of this point will be deferred to a more appropriate moment.

The argument pursued above was not only to show that there may be a reasonable explanation for the broken entablature appearing in the Dumont longitudinal section of the theatre after the alterations of 1709, but also to draw attention to several other considerations. First, that such a feature could have existed before those alterations and that if so, it could be accommodated in the reconstruction of 'Sketch 46'; secondly, that the explanation for this characteristic treatment was because of Hawksmoor's influence and to suggest that if the break in the profile was not used in the first building, it might be worth entertaining the possibility that he was brought into the discussions when it became necessary to alter the original proscenium arch; thirdly, through consideration of the cornice, attention was drawn to the fact that both Ison and Leacroft, for different reasons, rejected the supporting apparatus shown in the Burney sketch preferring the columns in the Dumont plans; and in conclusion, that if the arguments for the unacceptability of the Burney sketch columns and cornice are founded on practical considerations they can be reinforced by reference to the stylistic characteristics of both Vanbrugh and Hawksmoor, all of which gives rise to the ultimate rejection of the Burney sketch theory.

Proceeding on the assumption that the Burney sketch does represent a proscenium arch and not a set of proscenium arch flats that obscure the columns and entablature that support that arch, there are two features that

seem totally uncharacteristic of either Vanbrugh or Hawksmoor. First, the pink, coupled, disengaged round columns standing on high pedestals; and secondly, the concave ornament over the entablature from which the arch appears to rise.

Taking the latter point first, it can be demonstrated by the examination of the drawings and the extant buildings constructed by both Vanbrugh and Hawksmoor that this form of decoration, or means of extending the supporting structure in order to achieve either an impression of growth or movement in the superstructure, is limited to the isolated instances in which Hawksmoor adopted the tool, late in his career, as a suitable finial to the gate posts and pedestals designed for Castle Howard. If one considers Vanbrugh's use of the concave cornice the influence of Hawksmoor is ever present but its appearance is very hard to find unless it were argued that it is present in the vast decorative constructions used to break the profiles of his later country houses or Blenheim Palace. In those instances, as in the steeples of Hawksmoor, one could argue that they are organic forms that owe nothing to this particular feature under discussion. Certainly it follows from this argument that those who support the apron flat theory have this point in their favour, yet surely it can be countered that it is clear from the drawing that the depth of the entablature is obviously related to the depth of the coffered soffit of the proscenium arch. Additionally it seems to run against the argument for interpreting this whole element as scenic when one considers the wing flats used upstage, for here one finds that the treatment given the pedestals and the urns is quite different from that found in the proscenium arch. This would suggest that the designer was not attempting to follow totally the architecture of the theatre but was being selective and only reproducing the pedestals to the columns and their entablature. If the designer of the scenery also designed the apron flats surely he would have continued the scenic design from the apron to the relieve scene.⁴⁹

Moving on to discuss the appropriateness of the columns there is not only the evidence to be drawn from the works of the two architects, the elevation provided by Dumont, and the support from the interpretation of Thornhill drawings discussed and attributed above, but there is also a considerable body of literary comment and description. All of which suggests that not only were the columns shown in the Thornhill drawings part of the original forestage construction but also were they those cannibalised in the 1709 alterations. The clustering of columns in the manner illustrated in the Burney sketch on high pedestals in exteriors and interiors does not seem to be characteristic of either Vanbrugh or Hawksmoor.

Proceeding on the assumption outlined above, that the drawing shows the actual proscenium arch of a theatre and that it is to scale, the dimensions of the Burney sketch will be considered. That the work was intended for an English theatre would seem to be indicated for the work appears to be in imperial measurements. The dimensions of the sketch are $7\frac{3}{4}"$ x $7\frac{3}{4}"$.

If the scales $1" = 1'0"$ and $\frac{1}{2}" = 1'0"$ were applied such minute stages would be created as to make those proportions unacceptable, and such a scale was rarely used for such a subject. However, if the scale $\frac{1}{4}" = 1'0"$ is applied, a reasonable sized structure emerges, that is a $31'0"$ wide proscenium arch rising from stage level to the ceiling at a height of $31'0"$, containing an opening, discounting the pedestals for the statuary, approximately $24'6"$ wide and $28'6"$ high. But at the second column position in my reconstruction of the Queen's Theatre the width of the proscenium arch is $37'0"$, and $38'0"$ wide at the same point in the Dumont plan. This fact is recalled here if it were suggested that the columns indicated in that plan were as they had been placed originally in 1705. Clearly if this dimension of $31'0"$ is applied to the Dumont plan at the two other possible positions up and down stage the same result would occur. If it is applied to my reconstruction it accords neither upstage nor downstage; in the former

position it is too wide, and in the latter not wide enough. To apply a scale of $1/8'' - 1'0''$ to the drawing would obviously produce a structure too large to be contained within any theatre built in London at that time.

In defence of the hypothesis that a scale of $\frac{1}{4}'' - 1'0''$ should be adopted in order to reconstruct the drawing, additional support can be found within the sketch itself. The bases of the supporting columns are set out $1/16''$ off the base of the drawing, thereafter all the important construction points are divisible by four; e.g., the base of the back scene is $\frac{1}{2}''$ above the $1/16''$ line and the bottom edge of the cornice of the same scene is $2''$ above that line. These points are not arrived at by measuring only the planes at which they occur on the sketch, but also because these lines were clearly marked out by pricking on the right hand side of the margin of the drawing. Two other pricks occur on that edge which seem to have been used to draw in perspective the tops of the cornice and pedestals above the cornice of the proscenium arch, for they fall on a line joining the pricks to the principal vanishing point, and as it happens, they are $\frac{1}{4}''$ apart. But these are not the only controls in the drawing, for the arch itself was described by using the principal vanishing point for the crown of the arch, and there remain two pricks on each side that were used for the centre, having the radii $1''$ inside edge, $1''$ and approximately $6/16''$ the inner edge, and $1\ 11/16''$ (or $1\ 12/16''$) the outer edge. Additionally the top of the bases which fall on the horizon are consequently $\frac{1}{4}''$ high and the edge of the onstage downstage column on the pedestal is $\frac{3}{4}''$ on stage.

Collectively, I suggest that this evidence is conclusive regarding the scale of the drawing and consequently the interpretation of the drawing conveyed above, that it was not a design for the Queen's Theatre.

Description of the Interior of the Queen's Theatre in the Haymarket

The Auditorium

This part of the description is based on a modification of the Dumont plans in the light of the present reconstruction.

The auditorium was entered, on the east side, from the Piazza in the Haymarket, pls.XLIX, L and LI, and fig.34. The lobby of the Piazza was gained through three 6'0" archways and up one or two steps. The reason for the variant in the number of steps is that the Haymarket slopes from the north to the south and therefore to the south the level was made up by an additional step, fig.36. The lobby of the Piazza was 29'3" x 20'9" x 18'0". To the south was the paybox before the treasurer's office, 9'3" x 23'0" and to the north were two arches that led on to a landing from which staircases led into the auditorium. Of the two sets of staircases, the first, that to the north, led by two sets of five risers 5", 10'6" wide to the main corridor across the rear of the theatre. The second staircase, approximately 3'0" led up to the middle gallery and the upper gallery as well as to the upper rooms over the entry lobby. The lobby was 18'0" high, the room on the first floor, 15'0" high; and that on the top floor, 7'0". Steps in this well led down to the pit.

It is in this area of the design, the elegant short run of steps into the rear corridor by way of risers only 5" high, that an influence of Hawksmoor is suggested. This technique of ordering steps in a dignified manner must have been well known but Hawksmoor used it to advantage at Easton Neston which he was building at the same time as Vanbrugh was engaged in constructing the theatre.

The Pit

The pit was gained by descending the 3'0" stairs, 9 steps, from the Haymarket entrance into the excavated basement, 5'6", and the arched corridor

6'3" wide that ran the width of the 54'8" theatre. On the north side there were cellars 10'6" deep, and in the south was an entrance beneath the boxes to the pit. Although Dumont, pl.XLIX, shows three aisles, and the Edward Vanbrugh plan, pl.L, shows two aisles into the pit from box level after the 1709 alterations, I suggest that there was originally only one entrance placed centrally at the rear of the pit which, by way of one staircase rising by 7 steps, gave on to the centre of the pit at about row five from the front of the auditorium. The aisle might have been about 6'0" wide which would relate to the division between the columns at the front of the boxes. There seems little opportunity of effecting an entrance into the pit from either side of the auditorium adjacent to the forestage or the orchestra as in most other theatres, but aisles might have been managed in this place.

The only support for this opinion, apart from the suggestion offered above, is that gained from an interpretation of the drawing on the verso of 'The 1st Great flat Scene', pl.LVIII. This very roughly jotted sketch would seem to show a proscenium arch related to that on the recto, but viewed as if from a central entrance in the auditorium. The impression is that the proscenium arch is framed over the top by a low ceiling and on either side are rising staircases clad and decorated with panelling. The general feeling of the sketch is that of a proscenium arch viewed from the front of the house and from a low vantage point such as that afforded at the rear of the reconstructed pit entrance. It will be noted that the arch shown in pl.LVIII has a high arched frame and appears to be filled by great swags of curtain.

The pit itself was designed in classical form with eleven rows of benches running in semi-circles filling the pit from forestage to the front of the boxes. The pit, according to Dumont and reflected in fig.35, was

raked at 10° and the intervals between each bench and space was approximately 2'0" except at the rear of the pit where 2'3" has been allowed. The distance from the centre of the front proscenium line to the box front is 27'0" and therefore the rear benches encircle the pit, wall to wall, over the whole 54'8" width of the auditorium.

If there were only one central entrance into the pit the estimated maximum capacity in this area would be 322, acknowledging that vision would be severely impaired if seated in the extreme left or right corner of the pit as well as low down, close to the orchestra, at the centre of the pit.⁵⁰

Comment on the change in capacity brought about by the 1709 alterations will be discussed below when each area of the auditorium has been described according to the reconstruction.

The Boxes

The boxes surrounded the pit. The box front was 27'0" from the centre of the forestage front. The boxes at the centre were 10'6" deep and at the sides swept round to the proscenium walls giving a depth of 37'6" to the walls at the sides of the boxes. The boxes were reached from the Piazza entrance by ascending the elegant staircase into the barrel vaulted main corridor or promenade, 54'8" long, 10'6" wide and 19'3" high. The north wall was decorated with recessed arches and, through seven corresponding arched doorways the box promenade 12'9" high, to the south, gave on to the back wall of the boxes. Here there were again seven arched doorways and a step up into the rear of the boxes. The five main rows of box benches were raked at 12° . There may have been a sixth bench on each side of the house in the corners. Again, the interval between the rows was about 2'0".

The estimated capacity in the boxes, if there were five aisles, that at the centre 3'6" wide and those on each side reduced to 2'3", would be about 182. This number allows for the limited vision seats created by the 12

square section columns that were set at the front of the boxes and which supported the middle gallery above.

The Middle Gallery

The middle gallery was reached by ascending the 3'0" staircase in the Piazza entrance into a 8'0" high and 6'3" wide corridor that ran the width of the theatre. This gave on to the middle gallery by seven doorways as in the boxes below but here there were two steps up to the rear of the benches. The benches were set out in a similar manner as in the boxes but raked at 20°. The distance from the front of the middle gallery to the stage was the same as that from the boxes, namely 27'0". Here too the capacity would approximate 182, although the eight columns that supported the upper gallery were set in the third row of benches.

The Upper Gallery

The upper gallery could be gained from either the Haymarket entrance by way of the 3'0" staircase or that flight of stairs built in the north western corner of the site in Market Lane. It would appear that these staircases rose to the 10'6" wide corridor at the rear of the gallery over the one below which led to the boxes. In this region I share Ison's doubts as to the manner of entrance once in the corridor into the upper gallery.⁵¹ Dumont's section does not clarify this point and no obvious answer arose during the drawing of this reconstruction. The only solution that has arisen is that there was a central entrance into the upper gallery, or possibly two doorways, which would not appear on the Dumont section, through the rear partition wall at the upper corridor level that gave on to steps which in turn led into the centre of the gallery.

The front of the gallery was, at the centre, 32'3" from the centre of the forestage and the back wall 45'8" from the same point. The gallery

was 13'5" deep at the centre and curved round at the front in a similarly semi-circular manner as the box fronts below; they are all struck from the same centre. The gallery would certainly contain six full benches and probably two additional sections in the corners on each side as indicated by Dumont. The gallery was raked at 25° . If there were only one entrance into the upper gallery an approximate capacity would be 250. In this area even if there were two entrances into this gallery I do not doubt that the capacity would remain roughly as stated for less room on the benches would be allowed here than elsewhere in the house.

Directly above the rear of the upper gallery benches was the ceiling that originally ran in a straight line to the proscenium arch wall, decorated in the manner suggested above when discussing Thornhill's drawing 'Queen Anne's Patronage of the Arts'. After the alterations this ceiling is shown by Dumont to be raked at 12° from the revised proscenium arch and extending to a depth of about 27'0" over the pit area.

Before dealing with the general decorative features of the original auditorium the vexed question of the capacity of the theatre before and after the alterations of 1709 will be considered.

The total capacity of the Queen's Theatre between 1705 and 1709 according to the possibilities arising out of the present reconstruction would be as follows, pit 322; boxes 182; middle gallery 182; upper gallery 250; which totals 936 places before the proscenium arch. To this total should be added the number of seats in the stage boxes. This area will be considered below in greater detail but the seats estimated in this region are 64, though on occasion there may have been another 32. For the sake of this discussion the lower figure will be taken. The suggestion is that these two figures, 936 and 64, totalling 1000, give a good round sum with which to make comparisons with those calculated from the post 1709 period.

Seating Capacity after the Alterations of 1709

Three tiers of four boxes in each tier were introduced to the auditorium in 1709 according to Cibber,⁵² and it is to be assumed that these boxes are represented fairly accurately in Dumont's plan and section, pl.XLIX. In an attempt to improve the acoustic by bringing the side walls into the auditorium by the width of the box passage way, 2'3", and the angled fan shaped boxes, I estimate that 80 seats were placed in the first two ranges of new boxes and that this number, because of bad sightlines, was reduced to 72 in the upper two ranges. This gives a total of 152 new seats or places.

This however was not a clear gain to the original capacity for seats were obviously lost, in the pit 54; in the boxes 40; and in the middle gallery 20. This is a conservative estimate, because one does not know precisely how some areas were reached, but probably some 114 seats were lost. Thus the overall capacity gained in the alterations was 38 seats.

Judith Milhous in a recently prepared article, as yet unpublished, in Theatre History Studies, based upon a survey of all the latest material,⁵³ suggests that the capacity of the Queen's Theatre after 1709 was, not including any seating placed on the stage during special performances,

<u>Pit</u>	<u>Front Boxes</u>	<u>Side Boxes</u>	<u>Stage Boxes</u>	<u>1st Gal.</u>	<u>2nd Gal.</u>	<u>Total</u>
217	138	40	52	206	70	724

to this sum should be added those seats 'within the rails in the pit' 35

757

It will be noted that these figures are deduced primarily from accounts and not derived from an architectural study.

But Miss Milhous observes that the total capacity, or takings, during the 1710-11 season represented some 774 seats sold.

After all considerations have been taken into account she offered the figures, on the basis of proven capacity, i.e., the total number of seats actually sold, in the pit and boxes together, 482; with the side boxes, between 500-540; and the two galleries together, about 350; giving a total of about, if the highest figures are accepted, 890.

There are considerable problems with regard to quantifying the gallery capacities from box office returns for sometimes they were put together, while on other occasions the figures are incomplete because they show only the number of seats for which payment was made, thus excluding the number of seats given free to liveried servants of the patrons sitting below. Additionally there were in the boxes the seats occupied by the King, his family and any guests, as well as those subscribers who had a right to a seat on any occasion on which they attended the theatre.

Comparing my estimated capacity of the theatre with the figures offered by Miss Milhous based on actual attendance after 1709, and drawing no obvious conclusions from the figures, the following chart summarises the probable effect of the alterations made in 1709.

1705-1709

<u>Pit</u>	<u>Front Boxes</u>	<u>Side Boxes</u>	<u>Stage Boxes</u>	<u>1st Gal.</u>	<u>2nd Gal.</u>	<u>Total</u>
322	182	-	64	182	250	1000

1709-1778

<u>Pit</u>	<u>Front Boxes</u>	<u>Side Boxes</u>	<u>Stage Boxes</u>	<u>1st Gal.</u>	<u>2nd Gal.</u>	<u>Total</u>
252	138	40	52	206	103	791

The total derived from the highest receipt figures gives 890.

The principal differences appear in the two areas of pit and boxes and in the second gallery. These may be partially reconciled in the following way,

1. I would suggest that the total capacity after 1709 should be about 1038, as the result of the increase in the side boxes, 38.
2. 1705-1709, the pit and boxes contained 504
1709-1778, the pit and boxes and side boxes . . 430

In this instance I believe that Miss Milhous's records do not reflect accurately the true capacity for if seats were lost in the pit and boxes, as is reflected in the figures, it is obvious that the side boxes could contain more than 40.

3. The stage box figures reflect one another closely enough but perhaps they represent the possible use of the upstage boxes for stage entrances on some occasions. There is also the additional problem here that my figures do include all the seats in the boxes, but Milhous's figures do not show the King's seats.

4. In the first gallery the difference may be due to less room being used in practice for the actual seating space on the benches than I estimated.

5. In the second gallery the difference I believe is due to, first, a misinterpretation of Dumont's drawing; and secondly, the accounting methods used in this region are confused.

Additional Amenities

Behind the pit corridor there were the basement cellars occupying an area 10'6" x 54'8". In the upper gallery region there were more cellars but the precise position of this space is not clear, reference is made to them however in Vanbrugh's leases.⁵⁴ Vanbrugh rented out these cellars and this income was separate from that derived from the rental of the theatre itself.

From Vanbrugh's accounts from a later period, and there is no reason to suppose that he operated in any different way in the early days of the theatre, one finds that he also enjoyed an income from letting out the Chocolate Room,⁵⁵ which I presume to have been above the Piazza entrance rather than in the Assembly Room, and from somewhere in the theatre the lady who held the right to sell fruit touted her wares for a very nominal sum.⁵⁶

The Decoration in the Auditorium

One imagines that the benches and the auditorium floors were covered in baize and probably in the lower regions the benches were also matted and similarly covered.

From later periods there are letters,⁵⁷ memoirs⁵⁸ and the works by Grisoni that record certain vestiges of the original theatre that continued to impress the visitor. From Grisoni's paintings of the masquerade when the pit was floored over level with the stage and the boxes, it may be deduced that sconces were placed before the box fronts both on stage and around the theatre at all gallery levels. From the roof, it was suggested above, there were three chandeliers hanging from the vents in the Thornhill ceiling. These, as elsewhere, were probably managed by winches placed in the roof space above the auditorium. There are no illustrations of the lighting over the forestage, but again, on the basis of contemporary practice, it is likely that there were at least three chandeliers hanging before the curtain over the orchestra and forestage. That the auditorium was or could be on occasion brilliantly lit is clear from the extracts quoted above.

The Dumont longitudinal section shows the box fronts decorated with festoons but these may be of either his own invention for want of better information, for they look very mechanical and unimaginative, or they may be part of a later redecoration. I would imagine that the original decoration was a more florid design painted in these panels. However, with regard to the overall appearance of the auditorium the dominating impression gained from contemporaries was that of magnificence and richness - magnificence derived from the scale of the architectural features - the columns, arch with reclining figures supporting the cartouche bearing the royal arms, the dome and cornices, the richness from the gilding of these and other features such as the great frame that surrounded the muses in the ceiling,

the great curtain and the smaller draperies in the boxes. The general atmosphere might well have been not unlike that experienced in the Upper and Lower Halls at Greenwich, but perhaps slightly lighter in tone.

The decoration of the promenades and corridors with their recessed arches gave opportunities for the hanging of pictures, murals or sculpture, but they were probably, because of expense, painted in feigned stonework. Perhaps it will be possible to attribute to this playhouse further designs by Thornhill that were commissioned by Vanbrugh but possibly never executed.

This discussion will now turn from the front of house to the stage.

The Reconstruction of the Forestage, Boxes and Orchestra Pit

Over one hundred plays and operas were produced at the Queen's Theatre in the four seasons before the 1709 alterations.⁵⁹ If these 108 productions only 28 were new works mounted for the first time at the Queen's Theatre. The remaining 80 plays had been performed previously at either LIF I, LIF II, Dorset Garden or Drury Lane. The implication of these figures is that the Queen's Theatre was furnished technically and mechanically with all the facilities that had been developed and built into all the other three contemporary theatres. That is to say that the Queen's Theatre in 1705 was the first of the second generation of theatres after those experimental theatres built at or shortly after the Restoration. All Restoration expertise therefore came together with Vanbrugh's notions of what a theatre ought to be if based on sound classical and Palladian precepts.

The facilities provided in this reconstruction of the stage are consequently based not only on the requirements of the new plays and operas but also on those that were brought to it first from the LIF II, that is Betterton's repertoire, and secondly, those from the Drury Lane and Dorset Garden theatres that came with the Theatre Royal company of actors and Colley Cibber. The older plays incidentally appear to be more technically demanding than the new works.

The Forestage

It was argued above that the forestage was semi-circular, fig.34. The downstage forestage width was 40'0" and upstage 18'0", was the 26'0" wide proscenium arch rising to 31'0" at its highest point. Encircling and framing the forestage were, on each side, three giant columns, diameter 2'0", and 23'0" high to the cornice, 5'0" deep, which supported the domed ceiling. The dome at the downstage point rose to 40'0" above the stage level. Because of the line drawn over the centre of the dome in 'Sketch 46', pl.LV, the possibility of the vestiges of the same line spanning 'The 1st Great flat Scene', pl.LVII, and the interruption in the cornice, the broken entablature, over the central column on each side, it is suggested that the circumference of the dome may have been slightly reduced at this point. Fig.35 includes the possibility of this modification which would have had the effect of producing a cove within the larger dome. Upstage over the proscenium arch there was a deep moulding surmounted at the centre by a cartouche supported by reclining figures, fig.39.

It is possible that from this conjectural arch spanning the centre of the dome, a curtain with a valence could have been hung, thus reserving the first set of lines upstage of the proscenium arch for a great flat scene or cloth that would do duty as a house cloth. Such a cloth would be 'The 1st Great flat Scene'. The curtain itself would have been hung in great swags and drawn up behind the swagged valence as intimated in the rough sketch pl.LVIII. Otherwise the curtain would hang in the more usual place behind the proscenium arch.

Behind the columns were set the boxes and in the reconstruction the boxes have been set out in much the same manner as they were drawn by Dumont, pl.XLIX, but they have been slightly modified, especially at the third level where, in Dumont's plan they do not seem to be practicable.

Consequently, the boxes are shown at three levels; the stage boxes are 8'0" high, the middle or balcony boxes 7'9" high, and the upper boxes 7'6" high to the cornice. The up- and downstage boxes were 6'9" wide and approximately 4'6" deep. Those upstage may have been deeper than those down stage, advantage being taken of the space created by the curving proscenium arch facade.

The capacity of these boxes is estimated at 96, but it might have been reduced by 32 according to the function of the upstage boxes. At stage level on the stage right were the Queen's boxes, later they became the King's boxes. On stage left they were reserved for the royal family. They were reached at the higher levels by steps rising in the box area having passed through either a passage beneath the pit or what was later called the King's entrance from the yard as indicated in the Dumont plan, pl.XLIX.⁶⁰

The problem intimated above with regard to estimating the capacity of the box seating is due to uncertainty concerning the use of the upstage boxes and those above at balcony level as, respectively, the actors' doors of entrance and the familiar balcony or window over the forestage entrances. Clearly there is the possibility of flexibility in their functions. Remembering that the theatre was not designed exclusively as an opera house - although everything points to that being its principal function - there would have been the necessity to provide the early 18th century actor coming from LIF II, with a door on to the forestage in this position, and set above it a balcony from which to play to those below. However, in spite of the fact that these boxes were, with regard to sightlines, poorly placed in relation to the upper stage they were well designed to introduce the actor on to the forestage and display those above in the balconies to the audience. My opinion regarding these entrances is ambivalent. The cause of this hesitancy to adopt one particular stance towards the problem is due to the flexibility

that may have been built into this area.

The problem resolves itself in two specific areas, first, the possible depth of the forestage if the forestage were an acting area over its entire depth and secondly, the repercussions on the forestage acting area if it were reduced by the area accommodating the orchestra. An acceptable solution to this complex problem is difficult to argue conclusively for there remain too many unknown factors.

It might be argued that on some occasions, even when the stage was set up for a play, that the orchestra pit was not boarded over and the actors made use of the forestage entrances. 18'0" is a reasonable forestage by contemporary standards, but when half of it was raised to house the orchestra, its functional working area would have been considerably reduced to roughly 8'0" x 36'0", allowing little room in which to permit the actor to advance into the body of the house, and no space before that forestage area that in other theatres was littered with traps of one kind or another; and productions at the Queen's Theatre differed little in respect of this requirement.

On the other hand it may be suggested that, for plays, the orchestra pit may have been covered. This would provide free access to the whole stage depth, with ease around the traps and a playing area down to the footlights placed adjacent to the orchestra rail.

Alternatively it may be argued that in order to avoid this cramping of the actor, doors of entrance may have been set up behind the proscenium arch. In other words there may have been built on both sides of the stage a flexible proscenium doorway, with a balcony above, behind the proscenium arch. Such a false proscenium arch doorway is drawn in the Edward Vanbrugh plan of 1776, pl.L, and it might have been present in the original design. In spite of

this possibility not appealing aesthetically, for it detracts from the clarity and simplicity of what it is imagined Vanbrugh would have designed, on purely practical grounds, it might have existed. This solution to the problem would certainly have satisfied Christopher Rich for this was precisely the form into which he converted Drury Lane, although Vanbrugh, as if to reconcile Cibber's criticism of Rich's act of sacrilege, retained the possibility of a deep forestage.

On balance it seems to me that whilst the forestage entrances would have served their traditional function when the covered orchestra pit provided an ample forestage, if the whole orchestra were required in the pit, the fact that the forestage area had been so considerably reduced would necessitate the use of a temporary, flexible place of entrance with a balcony over it upstage of the proscenium arch. Whether or not a door and a perch like that structure drawn in the 1776 plan was employed must remain conjecture.

When however slight adjustments are made, on the authority of speculation regarding the theoretical structure of the Queen's Theatre as considered in the Conclusion below, the modification suggested there, if carried out in practice, would allow a slightly deeper 12'6" forestage that might have proved adequate, fig.47. This latter possibility is entirely speculative but I consider it more favourably than the former.

The Orchestra Pit

The dimensions of the orchestra pit before and after the alterations of 1709 need not have been the same. In the reconstruction the area of the pit is 38'0" wide between the columns and 9'3" deep from the projecting front of the orchestra rail to a line drawn across the stage down stage of the second column, fig.34. This is roughly the same as that in both the Dumont and Vanbrugh plans, but as noted above, before 1709, the orchestra pit may have been 6'0" deep.

According to the extant notes of company budgeting and salaries, Vanbrugh and others proposed and maintained orchestral forces for operas that changed little before and after 1709. The lists of instrumentalists and their salaries show that the standard orchestra was composed of eight violins, two tenors, two hautbois, three bassoons, one double bass, one harpsichord, three bass viols, and one trumpet, totalling twenty one musicians.⁶¹ The accounts suggest that this number could be augmented to about twenty nine musicians who might be called should additional forces be required for a specific opera. Notably absent from this list of instruments is any percussion, but this gap seems to have been filled on specific occasions by a freelance kettle drummer.⁶²

The orchestra pit was reached from beneath the stage through doors and up steps beneath the down stage boxes. There was probably one door on each side of the pit. The musicians' green room or the music room was probably below stage.

It is possible of course that there was a certain flexibility in the playing place of the musicians, for when plays were in production and a full orchestra was not required the pit might have been covered as it was during the masquerades. On these occasions the musicians would inhabit the stage boxes. This, as explained above, would afford a wide and full fore-stage for the actors.

Such flexibility in both the use of the forestage and the housing of the musicians would have been almost forced upon, and may have been taken advantage of, by the managers of the Queen's Theatre when restrictions were placed upon them regarding the use of musical accompaniment. The periods during which they were inhibited from performing operas or embellishing their plays with music are well documented by Milhous and Hume.⁶³ At that time when the convention was to play well forward in the house the wide open

pit dividing the actors from the audience, especially at the Queen's, would have been a considerable annoyance unless utilised as suggested above.

The Footlights

If the orchestra pit were in use, a mechanised trough would have been placed in a cut running on a line between the two central columns. If, on the other hand the orchestra pit were covered it would be placed down stage in the flexible rostruming.

The Forestage Railings

Although no decorative spiked railing is shown in any drawing of the theatre it would not be surprising to find that the forestage was provided with such a last line of defence for the actors after the riotous audience had penetrated the guards who were on duty.⁶⁴

The Traps in the Forestage

With regard to the traps on the forestage it was argued above and shown in the light of the reconstructions of LIF I, II and III and the stage at Hampton Court that the forestage area carried traps both large and small. Whether one can find textual evidence requiring traps in the forestage or not, if the apron doors of entrance were used, forestage traps would be in an awkward relationship with those doors. However, if forestage entrances were made from upstage of the proscenium arch I suggest that the traps may have been distributed a little higher upstage than those reconstructed for LIF and shown in the Hampton Court theatre plan, pl.XLIII. When plays were performed, and if the forestage extended over the orchestra pit, then these traps would be more likely to be found in the conventional position.

An analysis of the plays produced at the Queen's Theatre during the first four seasons shows that few new plays were written for the theatre,

most of them came from either Lincoln's Inn Fields or Drury Lane. The operas that were new and commissioned for the Queen's Theatre tended not to involve spectacular equipment in this down stage area.

Regardless of opinion as to Vanbrugh's intention of building an opera house rather than a playhouse, it is clear that both forms were to be mounted and one cannot imagine Vanbrugh, the business man, failing to equip his stage to cater for all eventualities and to build into his theatre all the latest stage machinery in positions in which it had been used previously. Perhaps one can project that the forestage area as well as that space between some flexible entrance doors upstage of the proscenium arch, was also equipped with traps.

Evidence for the use of the Forestage Facilities at the Queen's 1705-1709

Analysis of the plays and operas shows that of the total number of plays produced during this period, 108, 31 came from LIF II; 30 came from Drury Lane; 14 came from Dorset Garden and only 28 were premiered at the new theatre. Of this number 6 were operas specifically written for the Queen's Theatre.

The use of entrances, balconies and traps in the forestage will be discussed in the light of textual evidence. Specific plays will be used to illustrate the practical application of a particular feature.

Forestage Entrance Doors

In the following plays doors of entrance set either on the forestage or in an auxiliary substitute upstage of the proscenium arch seem to be indicated. They are usually used to represent the front exterior of a house in a street, an interior door in a gallery or to provide down stage entrances and exits while scenery is prepared upstage for the following scene. The instances cited below might be considered typical.

In Vanbrugh's The Confederacy, (1705, premiered at the Queen's), Act I, scene 2, the street before Gripe's house, Brass knocks at Gripe's door and Flippanta enters from the house into the street. Flippanta concludes the scene with 'See, there's my lady, go in and deliver your letter to her'. They enter as the street changes to Clarissa's parlour, Act I, scene 3, where they join her for several lines after which Brass makes his exit.

Another Vanbrugh play in the same season was premiered, The Mistake, in Act III, the street before Alvarez' house, Lopez knocks at Alvarez' door and comic business revolves around the knocking of Lopez without and Alvarez within.

Several plays in the Queen's repertoire which had been previously mounted elsewhere show the adoption of the established convention.

In Congreve's All for Love, (1695 LIF II, Queen's 1707), Act III opens with action in the gallery adjoining Prue's bedchamber in which the scene takes place at her door. Another play in the 1705 season at the Queen's in which apron doors were used is Etherege's She Would If She Could, (1668 LIF I), and the controversial use of apron doors in this play has been considered at length above. However, in both Vanbrugh's new plays and those of Rowe presented at the Queen's Theatre, Ulysses, (1705); The Ambitious Stepmother, (1706) and The Royal Convert, (1707), the usual phraseology is that one actor or body of actors exits and the newcomers 'enter at the other door'. This does seem to indicate that there was only one door on each side of the stage at the Queen's Theatre. In the 1705 season Dryden's Spanish Fryar, (1680 DG), was mounted in which the street scene, Act II, scene 2, leads on into Elvira's chamber, and Act IV, scene 1, takes place before Gomez' door. Again in Vanbrugh's The Provok'd Wife, (1695 DG, Queen's 1706), Act IV, scene 3, opens in the street before the Justice's house, at the door

the constable knocks having Sir John in custody. In Farquhar's The Beaux' Stratagem, (Queen's 1707), Act V, scene 2, Cherry is in a fright and runs across the stage and knocks at the door. D'Urfey's The Fond Husband, (1676 DG, Queen's 1707), also employs door business.

Doors and Balconies on the Forestage

The following plays include scenes in which there occur lively incidents that depend upon balconies set above doors that are placed downstage on the forestage.

In Dryden's The Indian Emperour, (1665 DL, Queen's 1705), Act V, scene 2, Cydaria looks over the zoty. She later descends and opens the door for Montezuma. Almeria thrusts her in and later all three appear above in the balcony. In the same scene Cortez and the soldiers break open the door after Montezuma has stabbed himself. The soldiers enter above and finally Cortez and the soldiers descend to the stage. In Dryden's Amphitryon, (1690 DL, Queen's 1705), Act I, scene i, Jupiter appears briefly above in the balcony.

There is extensive use of the doors and windows in balconies in Tuke's The Adventures of Five Hours, (1663 LIF I, Queen's 1705), particularly in Act III, the balcony scene, in which Camilla, Porcia and Flora appear at the window of Don Henrique's house and the door is locked below. Act V contains considerable business around the door in the frenetic activity of this scene. (For a detailed account of this play see Southern, Changeable Scenery, pp 126 ff, and C. Visser, T.N., 1975.).

Otway's The Orphan, (1680 DG, Queen's 1705), Act III, scene 1, has two instances of the use of the doors and the balcony window. First, Polydore in the street comes to the house, gives the signal, and the maid unbolts the door thus allowing him to enter in error for Satalio. Secondly, the late arrival of Castalio at the door results in his not being received by the maid. At this point he threatens to scale the window and come in.

In Dryden's Don Sebastian, (1689 DL, Queen's 1705), the flute playing Antonio, Act II, scene 2, conjures Morayma at the grated balcony. In Act IV, scene 1, Jayaia stands in the balcony and reviews the action below.

Behn's The Rover, (1677 DG, Queen's 1705), and The City Heiress, (1682 DG, Queen's 1707), both have extensive balcony business. The Rover, Act II, scene 1, enter two bravoos, and they hang up a great picture of Anglica's against the balcony, and two little ones at each side of the door. Later Anglica and Moretta enter in the balcony and draw a silken curtain and play a short scene there. In the same scene Anglica plays a lute and sings a song for Antonio. She is in the balcony and throws open the curtain and bows to Antonio, who pulls off his vizard, and bows and throws kisses, Pedro unseen looks in his face. In Act III, scene 1, a street, Moretta is above in the balcony and answers the knocking at the door below by Belville and Co. In The City Heiress there are two amusing incidents requiring the use of the balcony and door below. First, Act II, scene 2, the street, Enter Lady Galliard and Closet, above in the balcony. Wilding going out, sees them, stops and reads a paper. When he makes his exit Lady Galliard cries, 'He's going! Ah, Closet, my Fan!' She lets fall her fan just as he passes by; he takes it up, and looks up. Lady Galliard, 'Cry mercy, Sir, I am sorry I must trouble you to bring it.' Lady Galliard and Closet go out of the balcony. One assumes at this point that Wilding goes into the house for in the next scene, a Chamber, they are all together and Wilding delivers the fan. Again outside Lady Galliard's House, Act V, scene 4, Wilding and Dresswell approach disguised to see Sir Charles come into the balcony undressed. They rush into the house.

In Manley's Almyna, (Queen's 1706), there is an elaborate plot of scenes and the use of apron doors and window, Act V, scene 2, the Sultan ascends to the window, from this position he watches the strangulation of Almyna, after which he descends and enters below.

There is an interesting use of the balcony in Dryden and Lee's Oedipus, (1678 DG, Queen's 1706), in which at the close of the play Oedipus enters above. From this balcony he watches Jocasta kill herself and then he hurls himself off the balcony to his own death. Thunder accompanies the suicide and to conceal the body from the audience 'The Thebans gather about his body'.

In Farquhar's The Constant Couple, (1699 DL, Queen's 1707), Act II, scene 4, there is a scene not unlike that described in Behn's The City Heiress. And Dryden's Sir Martin Mar-All, (1667 LIF I, Queen's 1707), Act IV, scene 1, and Act V, scene 1, have balcony scenes.

Ravenscroft's The London Cuckolds, (1681 DG, Queen's 1706), also uses the windows above and the trap is used as a cellar window 'even with the stage'. It will be seen in fig.34 that traps set before the apron entrance doors are well placed to serve this purpose.

Jessica in Granville's adaptation of Shakespeare's Merchant of Venice, The Jew of Venice, (1701 LIF II, Queen's 1706), Act II, scene 1, enters in the balcony and later descends to enter at stage level - 'Shutting the door behind her.'

Traps on the Forestage

Of the following selection of moments that call for the use of traps the first two would seem to be obvious candidates for playing on the fore-stage. The other plays that are noted here chronologically in their appearance at the Queen's, are thought to have used traps in the forestage position because of the grouping of the characters and the scope of the scenery occupying the principal part of the stage.

In Otway's Venice Preserved, (1682 DG, Queen's 1705), Act V, scene 4, Belvedira enters in a distraught state after the execution and is confronted by the ghost of Jaffeir which rises and swiftly descends in order to re-appear a moment later, accompanied by the ghost of Pierre.

Typical of the appearance of ghosts in prologues is that found in Granville's Jew of Venice, (1701 LIF II, Queen's 1706), in which the ghosts of both Shakespeare and Dryden make their entrance by way of two separate traps.

Further examples of the use of traps, probably in this downstage area, are to be found in the following productions.

In Dryden's The Indian Emperour, (1665 DG, Queen's 1705), Act II, scene 1, the magician's cave scene, an earthly spirit rises and descends followed by the ascent and descent of Kalib. Later in the same scene the ghosts of Traxalla and Acacia rise to be joined by the ghost of the Indian Queen who is set between the two of them. Thus in this case three single traps are in use simultaneously.

Also in Dryden's Amphitryon, (1690 DL, Queen's 1705), Act IV, Mercury stamps upon the ground; some dancers come from underground and others from the sides of the stage: a song and a fantastic dance follows. After the song and dance new singers come up and sing a song.

In the 1706 season the central double trap seems to have been mechanised for there are several productions that call for such treatment. Shakespeare's Julius Caesar required the apparition of Caesar to sink on his exit in Act V, and there was the grave scene in Rowe's adaptation of Hamlet. Dryden and Lee's Oedipus had an interesting use of this trap also. In Act III, scene 1, there was a peal of thunder, flashing of lightning, then groans below the stage. The stage was wholly darkened, a song was sung against all the cosmic effects until with a flash of lightning, the stage is made bright and ghosts are seen passing betwixt the trees when finally the ghost of Laius rises armed in his chariot, as he was slain. And behind his chariot, sit the three who were murdered with him. After his speech he descends the way he came. This scene has been described in some detail in order to

illustrate other stage effects that were used in conjunction with the use of traps. Iaius made another brief appearance in Act V, scene 1, before vanishing with thunder.

A variation on this theme was worked in Cibber's Love's Last Shift, (1696 DL, Queen's 1707), Act V, in which the scene changed to an entry and two or three servants enter. Two of the servants haul Snap and Amanda's woman out of the 'cellar'. In Shadwell's The Lancashire Witches, (1681 DG, Queen's 1707), Mother Demdike, Act I, rises out of the ground, Act III and IV the witches sink and vanish.

The reconstruction of the forestage in fig.34, shows the possible placing of the doors and traps. Fig.35 shows more clearly the reconstruction of the balcony over the doors of entrance. Both of these figures are drawn to reflect the situation if there were no flexible structure upstage of the proscenium arch but showing the position of traps if the forestage were covered over the orchestra. Modifications to this forestage could be accommodated comfortably in fig.47 if theory dominated at the construction stage of the theatre. If fig.47 is correct, then more extensive alterations were carried out than mentioned by Colley Cibber but they were reflected in the later plans from Dumont and that of Edward Vanbrugh.

The Projected Reconstruction of the Upper Stage

Beneath the upper stage was a large area stretching from the main forestage orchestra wall to the rear of the theatre 57'9" and 54'8" wide. At the downstage wall the height to the stage above was 8'3" and at the rear it was 9'6" high. This under stage area was reached from stage level by the staircase in the upstage left corner of the stage through a door into an area taken out of the scene dock. There does not seem to have been a similar staircase on stage right according to Dumont. Beneath the stage in this area were the trap mechanisms covering the forestage as suggested in fig.35. Here

too the floats were operated. In addition to these traps and cuts there were probably larger cuts that were mechanised into lifts that ran the width of the scenic space above. These would have been used in productions such as, for example, Heidegger's opera Amadis, 1715, which although after 1709, may well have been employing machinery that had been installed in 1705 that permitted such operations as the following stage direction indicates, 'The scene grows light on a sudden, and there arises confusedly from the ground, vases, fountains and statues.' But of the earlier period the stage directions in Davenant's Macbeth, (DG 1674, Queen's 1707), required in two scenes traps that were probably placed further upstage than those in the forestage. In Act III, scene 5, Banquo's ghost at the banquet first descends but later it rises at the feet of Macbeth. In Act III, scene 8, the cauldron descends, which could be downstage but more spectacularly at the close of the scene, 'The Cave Sinks'. This suggests that the actual scenery is taken down into the basement by a lift.

Although the theatre seems to have been provided with adequate dressing rooms for the actors in the adjacent block of buildings there is the probability that the supernumeraries in the plays and operas were found dressing room accommodation below stairs. These are not marked in the Dumont plan but it is likely that such dressing rooms shared the underground space with musicians as well as chandlers, oil men, carpenters and all the stores that are hidden away from sight along with the actual properties and scenery to be sent through the traps.

One particular scenic spectacle used after 1709 was the fountain that played during the performance. Recalling that the theatre was built upon a pond and that Vanbrugh had installed fresh river water⁶⁵ there is a temptation to speculate that there was a pump situated beneath the stage when it was first built, and that those who came after adapted it to provide

a novelty. Several plays of the period had settings that were described as gardens or court yards that boasted a fountain. Whether or not the author expected this feature to be practicable is, of course, another matter.

The Stage

The stage was 49'6" deep from a line upstage of the proscenium arch columns to the rear wall, and 54'8" wide wall to wall across the stage. At the proscenium arch the height from the stage to the grid was 42'0" and upstage 41'3" to the grid. The reduction in height over the depth of the stage is of course due to the rake of the stage which according to Dumont was only some 15" over the whole distance. This seems a very slight gradient but for want of another authority it has been accepted rather than adopting the more conventional $\frac{1}{2}$ " for every foot of stage depth.

Dumont also shows upstage, pl.XLIX, two free standing columns, diameter 1'6" and 21'3" high overall. They are approximately 17'0" from the rear wall and stand 30'6" apart. They have been retained in the reconstruction and interpreted as part of Vanbrugh's original structure. Their function is to support the upstage section of the fly floor. The fly floor has therefore been drawn parallel to the walls rather than splayed from front to rear. Dumont's plan in this upstage area is a little confusing. He shows what appears to be a landing at 21' which presumably was reached from the corner staircase. He suggests that this staircase then led into a large fly floor room and so on to the fly floor by two steps; risers over 1'0" high. The fly floor is drawn 11'0" wide and 27'6" high off the stage with a rail at 4'6".

Beneath the fly floor the wings in grooves have been set out on the stage.

Prosc. to 1st groove 6'0", wing 25'9" high, 5'0" wide, opening 25'0"
 1st groove to 2nd . . 4'6", wing 23'9" high, 5'0" wide, opening 23'0"
 2nd groove to 3rd . . 4'3", wing 22'3" high, 5'0" wide, opening 21'0"
 3rd groove to 4th . . 4'0", wing 20'9" high, 4'6" wide, opening 19'6"
 4th groove to 5th . . 3'6", wing 19'3" high, 3'6" wide, opening 18'0"
 3'0" upstage of the 5th groove and 30'0" upstage from the proscenium arch the shutter has been set. The opening is 21'0" and the approximate height of the shutter opening would be about 20'0". This shutter would then serve as the arch for a series of further miniature scenes of relieve.

This scheme for the distribution of the wings has been reconstructed from a combination of elements, the reconstructed model of the 'Sketch 46' and the application of a redrawn 'State Bedroom Scene', pl.LXVI,⁶⁶ by Thornhill. Although no case is made here for the particular attribution of this drawing, because of the similarities in the architectural features that are depicted in the design and those in 'The 1st Great flat Scene', it is considered that these two drawings are nevertheless related to the same theatre. The argument has been set out above regarding the characteristics that relate 'The 1st Great flat Scene' to both 'The Pastoral Scene' and 'Sketch 46', and here it will be noted that there are several features that relate 'The State Bedroom Scene' to those designs mentioned above.

There are three particular similarities that link these three drawings and reveal their relationship to one theatre if not to one production. First, the proportions of the proscenium arch in 'Sketch 46' and the down-stage archway drawn in the 'State Bedroom Scene' which is considered to be a shutter. Secondly, the manner in which all three drawings show Thornhill trying to enclose a three centred arch within the outer framework of a barrel vault or a domed ceiling. In the case of the 'Sketch 46' it was shown that the inner arch was not three centred but a section cut through a dome,

however, when transferring this arch to the inner stage decoration the simplest arch form to adopt would have been the depressed three centred arch. This is clearly seen in 'The 1st Great flat Scene' in which the inner masonry arch is stepped and manages to curve less sharply than the arch in the reconstruction of 'Sketch 46'. Again in 'The State Bedroom Scene' the 'downstage' arch is three centred and is enclosed within what would be, if continued, a semi-circular barrel vault. Thirdly, there is a strong relationship between this manipulation of the dome and the barrel vault in the scenic decorations with that in the actual structure of the theatre. If the theory that 'Sketch 46' does represent the proscenium and forestage of the Queen's Theatre, then both 'The 1st Great flat Scene' and 'The State Bedroom Scene' duplicate this very structure within their composition. First, in 'The 1st Great flat Scene' the central arch framing Heracles, the World and Queen Anne are surrounded by a domed alcove, the structure of which is identical to that covering the forestage. Even clearer is the alcove in the back wall of 'The State Bedroom Scene'. Here again Thornhill seems to have included a replica of the proscenium arch of the theatre for the arch of the alcove rises from the cornice in precisely the same manner as in the proscenium arch. Additionally, the walls of the alcove are lined by pilasters that echo the columns on the forestage. It only required Thornhill to make an arch in the centre of this cove to have reproduced Vanbrugh's design for the forestage. Indeed this rear wall on the shutter, suggested here to be a redesign of the proscenium arch wall with its forestage beneath a dome, illustrates Thornhill's compositional sense of relating the scenic design to that of the architecture that framed it.

To return to the distribution of the grooves over the stage, the 6'0" that has been estimated at the first opening is considered adequate to allow not only a wide and free entrance for actors carrying large properties such

as chairs and dead bodies but also, should it be necessary, to erect in this place another flexible tower that does duty as an entrance door with a balcony above. Such a structure would not interfere with the operation of either the curtain or the large cloths that would hang behind the proscenium opening. Cloths in this region would be flown out either on a roller or taken out in sections. Here one is considering the use of scenes such as 'The 1st Great flat Scene' and 'The Pastoral Scene', for it is clear that they could not function in this area were they constructed as shutters.

With regard to other scenic possibilities at stage level and especially the controversy concerning whether or not it was possible to have shutters placed randomly over the depth of the stage, it is clear from the ground plan fig.34, that such a shutter would be possible immediately upstage of the 2nd set of grooves providing that it was no wider than 24'0". Any shutter wider than that would require too much off stage space to be practicable in terms of wing space when open, and masking when it was in the on and off stage position. In a similar way, and with the same qualifications, a shutter could be placed upstage of the 3rd set of wings. There would be no inhibition against a shutter of that or the required size being placed behind the 4th set of grooves. It is suggested therefore that 'flat' scenes of both varieties could be managed satisfactorily on this stage. It should be noted however, that all cloths would have to be on rollers or adapted to be taken out in sections; the grid was not high enough to allow any simpler treatment.⁶⁷

There are plays of the period in which stage directions indicate that scenes closed behind actors as they moved down stage or opened as they approached the shutter, indeed there are examples in the plays of Vanbrugh written specifically for the Queen's Theatre.⁶⁸ The multiplicity of slots in the grooves that were required may be deduced from the rapid change in scenes required in for example Cibber's The Careless Husband, (1704 DL,

Queen's 1706). Act V of this play opens on the terrace that has stood throughout Act IV, but thereafter it changes frequently to scene 2, Sir Charles's Lodgings, scene 3, back to the terrace, scene 4, back to Sir Charles's Lodgings, but scene 5, still in Sir Charles's lodgings requires another set,

The scene opens and discovers Sir Charles without his periwig and Edging by him, both asleep in two easy chairs. And then enter Lady Easy, who starts and trembles some time, unable to speak.

Scene 6, the scene changes to another room, and scene 7, yet another room.

In the swift scene changes in this act at least four different settings would be required, the terrace in scenes 1 and 3, Sir Charles's Lodgings, scene 2, scene 4 and possibly the same scene for scene 6, but a deeper setting is required in Sir Charles's lodgings scene 5, and another room in Sir Charles's lodgings that was neither that in which he was found with Edging nor that to which Lady Easy retires after the discovery of them together. The upstage grooves need not have been kept busy but down stage it would have been efficient if four slots were in the groove to allow a swift and smooth transition from one scene to another.

The Flys

Over each set of grooves would hang from the flys the border appropriate to the scene. In addition to this basic function of the flys one could add that of flying any cloths that were required in the down stage area where shutters could not operate. The other important area in which the flys were employed was that of spectacular ascents and descents for which there were frequent demands in the plays mounted at the Queen's Theatre during the early seasons under review.

The following selection of scenes in which the flying of chariots and gods was called for reflect the capacity of the stage machinery installed in the flys at the Queen's Theatre.

In Rowe's Ulysses, (Queen's 1705), Act III, the scene opens above, and discovers Pallas in the clouds. Thunder accompanies this transformation and the company kneels. Later, to more thunder, the scene closes above. The cast rises. This particular vision seems to have been made possible by using not only a cloud machine that descends but also one that, as it descends, opens to reveal its passenger. Mentor's speech during the first thunder suggests this,

. . . And behold!
The solid gloom of night is rent asunder,
While floods of daz'ling, pure aetherial light,
Break in upon the shades - She comes, She comes!

In addition it is clear that there was some flexibility in the lighting to achieve these effects that accompanied this vision.

In Dryden's Amphitryon, (1690 DL, Queen's 1705), there occurs the simple flying in and out but also a more complex movement. In Act I, scene 1, Mercury and Phoebus descend in several machines. Jupiter follows them down. These movements and Phoebus' exit seem to be fairly straightforward, but although Night appears in her chariot without any comment, when she makes her exit she goes backwards. To create this comic and unusual exit in reverse, more must be required than rising vertically in the normal way. Here it would seem that Night flew on a diagonal path both in her entrance and exit, otherwise there would have been no effect of going backwards and no point to the stage direction. In Act V Jupiter, after the second peal of thunder, appears in a machine and shortly afterwards is carried back to heaven.

Lee's The Rival Queens, (1677 DL, Queen's 1705), Act II, opens emblematically with a scene showing a battle of crows or ravens in the air. Later an eagle and a dragon fight in the air. The eagle drops down with the rest of the birds, and the dragon flies away.

During the second season at the theatre there were several further examples of flying. A scene similar to that in The Rival Queens, is the masque in Granville's The Jew of Venice, (LIF II, Queen's 1706), Act II, scene 2, which is symbolic of the action. During Thetis's speech - A clap of Thunder: Jupiter appears descending upon his eagle. He descends to a full chorus of voices and instruments. Later, as the vulture drops dead at the feet of Prometheus, his chains fall off, and he is borne up to heaven with Jupiter to a loud flourish of all the instruments. In Motteux' opera The Temple of Love, Act II, Diana descends in her chariot while the satyr is sleeping. The scene changes to Diana's seat. Some of her attendants enter and dance. Venus and Cupid descend. Diana flies up in her chariot and Venus stagemanages the scene change,

Change the scene my gentle boy;
Show the blessing we've in store;
Dreams, tho' false, give real joy,
Making sense can feel no more.

The scene changes to the Bower of Bliss; several lovers and a nymph enter and dance, Venus and Cupid fly up; the scene changes to a grove again.

A singularly sentimental picture was created in Lee's Sophonisba, (DL, 1675, Queen's 1706), Act IV, scene 1, in Bellona's Temple, for when Rosalinda rises in a chair pale with a wound on her breast, two cupids descend and hang weeping over her. Apart from the use of the flies here, this moment demonstrates the placing of special traps in the upper stage area of the stage. Not unlike the emblematic scene noted above in The Rival Queens, in Act II, scene 2, in the Carthaginian Camp, Hannibal asks to be led to witness similar dreadful prodigies in action and the scene draws to discover a Heaven of Blood, two Suns, Spirits in Battle, and arrows shot to and fro in the air.

Flying machines also appeared in two further productions in the 1706 season, namely D'Urfey's Wonders of the Sun, Act I; and Granville's The

British Enchanters. In 1707 plays that had previously been produced at Dorset Garden in 1672 and 1681, respectively, Davenant's Macbeth, Act I, scenes 1 and 3, and Act III, scene 8, and Shadwell's The Lancashire Witches, Acts I, IV and V, were mounted and both required their witches to take to the air.

In order that the actors and actresses who had to make these flights might gain access to their vehicles or lines, there must have been cat-walks higher than the fly floor level running across the stage. These are not indicated in the Dumont longitudinal section, but their existence is clear from the texts cited above. Provision for these cat-walks in the reconstruction is made in note form in fig.35. It is not possible to be more precise.

Special Effects

Thunder and lightning were frequently used to herald cosmic intervention, atmospheric disorders and above all, especially thunder, helped to cover the noise of the machines as they laboured and rumbled to deliver the Gods from heaven or the devils from hell. It cannot be claimed with any certainty that there was a thunder run over the ceiling of the auditorium at the Queen's Theatre but the effect could have been created by not only the machinery itself but also by a simple thunder sheet. This could also be augmented by the orchestra and a roaming kettle drummer.

Thunder and lightning occurred in many plays that have already been cited above, for example, in the Shakespeare adaptations King Lear, Macbeth and The Jew of Venice, Dryden and Lee's Oedipus, Dryden's Don Sebastian, Shadwell's Lancashire Witches, and C. Davenant's Circe and Rowe's Tamerlaine and Ulysses.

Invariably these effects were accompanied by lighting effects. The texts note that the stage darkened and lightened up or the stage wholly

darkened before the lightning struck or light shone out of the descending cloud car. Whether the dimming of lights was to allow the apparitions to appear relatively brighter than the stage or to cover the changes to reveal transparencies that suggested that 'the city is of a sudden a fire' as in Circe, it is clear that the lights about the stage could be manipulated to give light and dark at will. The scene was, that is to say, not necessarily painted as a night scene and then fully lit. The lights behind the wings must have been capable of being turned to an off stage direction or hooded. Similarly the chandeliers that one imagines were hung over the forestage and upper stage were retractable, and the footlights could be winched down below stage level and back again when required.

Two further effects that required flexible lighting might also be mentioned here, first, the darkening of the sky to make the moon apparent in Tuke's The Adventure of Five Hours, and secondly, to assist the ascent of Night in Beaumont and Fletcher's The Maid's Tragedy, (1667 DL, Queen's 1706), Act I, scene 2, the masque, in which Night rises in mist, followed by Neptune. Night makes her exit crying 'I'll vanish into mists.' Exit Cynthia and Night. What created the mist I have no idea, but it was probably prepared below stage and issued forth from open traps to cover the entrance and the stage.

A General Note on the Scene Stock

In spite of the financial difficulties experienced by the managers of the Queen's Theatre in these first four years, the loss of any accounts showing payment to designers and the lack of any graphic evidence, it is clear from the survey of plays considered above that the Queen's Theatre was well equipped scenically to mount any conceivable play or opera. That much of this scenery must have been newly constructed specifically for the Queen's is apparent from the scale of the scenery required. Only Dorset

Garden could have had in store scenery that would have filled the proscenium opening at the Queen's. This property was of course in the keeping of Christopher Rich who one imagines would have been the last to provide Vanbrugh with scenery except at a very good price. Additionally, if the projected reconstruction of LIF II that has been carried out above is accurate, scenery from that theatre would not have served at the Queen's. Further it will be recalled that the actors returned to LIF II during July and August and most of October during the first year of the Queen's. Consequently they would have been using a considerable part of their stock at that theatre.

A survey of the plays mounted in the seasons considered above would suggest that the stock scenery would have consisted of the following,
Exteriors: Streets, town squares and parks; Palaces and court yards; Terraces, gardens and bowers; City walls and gates; Temples, Tents and battlefields; Pastoral groves and sea shores. Occasionally, as in The British Enchanters, topographical, special scenery was commissioned. In that play there was a vista showing the prospect of Blenheim Palace. Practicable scenery would include trees and fountains.

Interiors: Temples, Tombs and tents; Palaces, throne rooms and saloons and bed chambers; Domestic chambers of all kinds; Prisons and torture chambers; Magician's cave and of course, Heaven and Hell.

Of special interest regarding whether or not all this scenery was changed at the Queen's Theatre manually or by the barrel and shaft mechanism, is the stage direction in D'Urfey's Wonders in the Sun. During Orpheus' ode in the prologue the stage direction reads, 'Here the scene changes, imitating the motion of trees and fountains.' Doubtless it all depends on the interpretation of 'the motion of trees and fountains', but since trees sway back and forth in the wind, and water flowing from fountains rises and falls,

perhaps the wings glided first to one side and then the other without being totally withdrawn whilst the borders slowly rose and fell in sympathy. However this effect was achieved, it does suggest that the wings in their grooves were moved independently but in synchronisation, not necessarily tied uniformly to a barrel.

The Grid

The grid must have been approached by means of wall ladders off the fly floors but there is no indication in the Dumont longitudinal section or plan of these ladders or any other stairs into the roof space. He does however show two doors into the roof. This is the only area in this reconstruction that has been greatly altered from that shown in the Dumont plans. Suspicion regarding the accuracy of Dumont's measurements at the gallery level and the confidence in the projected reconstruction of the proscenium arch has led to this decision.

Within the roof space over the auditorium the position of the vents in the Thornhill ceiling have been indicated and it is suggested that over these openings would have been placed winches that would have allowed the raising and lowering of the chandeliers hung below. Mention has been made above of the likelihood of there being a thunder-run placed over the auditorium or proscenium arch area, but this is pure speculation. For lack of evidence, one is similarly inhibited from claiming with any certainty that the roof space over the stage, as at LIF III, functioned as an extension to the wardrobe or scenic workshop. This area without doubt would have served splendidly for a carpenter's workshop or a paint shop - but with regard to the other services this theatre seemed to have been well provided with dressing rooms, wardrobe, tailors' and wig makers' rooms in that block built adjacent to the stage on the west side. In the roof itself were three lantern lights or vents.

The Rooms Adjacent to Stage Left in Market Lane

This is not a reconstruction of these buildings but an interpretation of the Dumont plan to complete an overall survey of the theatre. There is no evidence leading one to think that these rooms were other than those originally built by Vanbrugh.

The Scene Dock

Upstage left through a large archway, 4'3" wide and 21'0" high, which is shown without justification in the Dumont longitudinal section to be a little wider, there was a scene dock 20'6" wide, 32'6" long and at least 21'0" high. There was probably a basement to this whole block that would have had direct access to the understage machinery and working space.

The Dressing Rooms

Adjacent but separate from the scene dock and entered from the stage door in Maiden or Market Lane, were the dressing rooms. At ground floor level these consisted of four large rooms, 10'3" x 12'3", well equipped with fireplaces but not always natural light. Two w.c.s were also included. These dressing rooms were at stage level and one imagines that a similar layout existed below and above stairs in this area. It is thought that there were probably three storeys in this block if the rooms were kept to a moderate height. There might have been part of this block reserved for a resident caretaker.⁶⁹

The Assembly Room

Sandwiched between the Market Lane entrance to the theatre and the dressing room block was the Assembly Room. This saloon was 32'6" x 59'0", and probably the height would have conformed to Vanbrugh's notions of a handsomely proportioned chamber which would make the ceiling almost as high as the width of the room. Although the Assembly Room may not have been

finished at the first opening of the theatre, it is thought that it was conceived as part of the original structure, unlike the Heidegger extension to the south of the stage. This is a controversial matter and since it lies outside the immediate concern of this study, and nothing has come to light regarding it during these researches, no solution can be offered here. Only one point arises and that is that it is difficult to understand why the Heemskerck drawing, pl.LIIII has been thought to represent the interior of this chamber rather than the stage of the theatre fitted out for a masquerade, for the details in that sketch do not seem to be present in this saloon.⁷⁰

Notes, pp. 305-404.

- ¹ W. Ison, Survey of London, vol.XXIX, part I, pp. 223-250.
- ² D. Nalbach, The King's Theatre 1704-1867, 1972, pp. 18-33.
- ³ D. Mullin, 'The Queen's Theatre, Haymarket: Vanbrugh's Opera House', Theatre Survey, vol.VIII, No. 2, 1967, pp. 84-105.
- ⁴ R. Leacroft, The Development of the English Playhouse, 1973, pp. 99-105, upon whom K. Downes, Vanbrugh, 1977, pp. 40-44, depends.
- ⁵ The alterations circa 1719 concern the extension to the south of the stage into Unicorn Yard. There are perhaps accounts relating to this building in the Vanbrugh, 'Accounts, Receipts, Payments and Other Transactions, 1715-26', in Downes, Vanbrugh, pp. 180-233. The cost of this alteration was perhaps the reference in the Duke of Portland's note to be discussed at a meeting of the Board of the Royal Academy of Music, Nottingham University Library, Portland (Holles) papers, Pw B. 96. Related documents, G.L.C., MLR 1715/3/161, and MLR 1722/2/109; also The British Journal, vol.III, 21 Sept 1723.
- ⁶ Mullin, op. cit., p. 94.
- ⁷ Capon's water colour, pl.LI, with accompanying notes, Exterior View of the Italian Opera House in the Haymarket, as it appeared before the fire 17 June 1789 from an original drawing by Capon. Grace Collection, B.M., Views Portfolio XI, Sheet 51, No. 112.

The entrances to the Old Opera House next the Hay-Market as built by Sir John Vanbrugh, The roof of the Theatre is seen over it. The width from the South to North was 34 feet exactly, each opening 6 feet, each pier 4 feet wide. This front was built of good red brick and rusticated with good gaged work.

The comments on this Piazza entrance by Mullin, op. cit., p. 95, are clearly unacceptable.
- ⁸ The building of the Saloon/Assembly Room/Long Room is considered here to be of the first stage even if it were completed after the opening of the theatre in 1705.
- ⁹ Beneath the Assembly Room there may have been a slaughter house although it may seem unlikely. In Vanbrugh's Accounts, Downes, Vanbrugh, 180-233, there are recorded rents received of one Mr Chaffey for a shed and stable in Market Lane during the period 1715-26, but in July 1718 he received £6. 0. 0. rent for the slaughter house in Market Lane.

- 10 This drawing is attributed to Egbert van Heemskerck, the younger, The Dutch Drawings in the Collection of His Majesty the King, van Puyvelde, 1944, p. 35, No. 172, but E. Croft Murray and H. Phillips, 'The Whole Humours of A Masquerade', Country Life, Sept. 1942, p. 674, comment,
 oddly enough the inscription in the lower margin, Tues April ye 14 1724, is in a hand very like that of Sir James Thornhill, but the drawing itself would not appear to be by him.
- 11 Theatre documents that refer to windows overlooking White Horse Inn Yard, P.R.O., LRI/282/190v, 13 Oct 1720; and LRI/286/9-10, 9 May 1736.
 (App. p. 186). (App. p. 188).
- 12 The features which composed this vast triumphal piece of architecture and affected unfavourably the acoustic quality of the Queen's when compared to those of 'the plain Theatre', i.e., LIF II described above, were the vast columns that supported the 'Noble and Magnificent Fabrick' noted by Defoe,
 View but our Statelie Pile, the Columns stand . . .
 Ne'er built such Domes, but to some Deity.
 and by Garth,
 Majestic Columns stand, Where Dunghills lay.
 The anonymous author of 'Lady Sunderland laying the foundation stone', mentions also the lofty columns. Defoe noted the ornament and magnificence of the building. The 'immoderate high ceiling' noted by Cibber is recorded in the Defoe line, The 'dimensions of this Noble Pile, its Beauty, its stupendous Height'. Because of the tone of such criticism Mullin, op. cit., p. 86, inferred that the new playhouse was calculated to impress the vulgar both with its size and splendour.
- 13 The reconstructed height of the semi-oval arch above the cornice 15'0" was on Cibber's recollection slightly under estimated. But Defoe's note above and that of Anon. supports both the columns and the dome,
 O! What a statelie dome w'admiring view.
- 14 The ceiling over the pit was both high, noted by Defoe, and straight, noted by Cibber and vestigial in the Dumont section which also shows the columns.
- 15 The front boxes in a semi-circle to the bare walls finds echoes in the fact that 'Nothing was built upon the square', and the lines,
 Shou'd Jove, for this fair circle, leave his throne,
 He'd meet a lightning fiercer than his own.
- 16 Cibber, op. cit., vol.I, pp. 321-2.

- 17 The proscenium shown by Dumont is reflected in the versions painted by Grisoni, 1723, pls.LIIa and LIIb.
- 18 Cibber, vol.II, pp. 86-7.
- 19 The Thornhill Sketchbook, B.M., Department of Prints and Drawings, 201. b. 8.
- 20 W.R. Osman, 'A Study of the Work of Sir James Thornhill', (University of London Thesis, 1950).
- 21 L. Whistler, The Imagination of Vanbrugh and his Fellow Artists, 1954, p. 7.
- 22 Richard Southern, Changeable Scenery, 1952.
- 23 'The Pastoral Scene', described in the Catalogue, No. 90, 1958, Sir James Thornhill, Exhibition of Paintings and Drawings, the Guildhall Art Gallery:

'A study for Stage Scenery', 8 $\frac{1}{2}$ " x 10 $\frac{7}{8}$ ". Pen and sepia wash. Now in the possession of M.W. Ingram, Esq., (nephew to the late Sir Bruce Ingram, O.B.E., M.C.) to whom I am grateful for allowing me to study the original and for arranging for it to be photographed.

Cf. Thornhill 'Sketchbook', 4v, for Pastoral Landscape, 31st Oct 1700, pl.LVIb.
- 24 'The 1st Great flat Scene', Leonora Hall Gurley Memorial Collection, the Art Institute of Chicago, 276mm x 228mm. Originally from the collection of Sir Bruce Ingram, O.B.E., M.C.
- 25 Southern, op. cit., p. 178.
- 26 'The State Bedroom Scene', Sketches by Thornhill in the Victoria and Albert Museum, E. de N. Mayhew, 1967, No. 1. Inscribed in ink by the artist at the right side 17 ftt 6in: and below 21 ftt and in the upper margin . . . e5.

Pen and ink and wash over pencil. Drawn surface. D28A-1891. 10 $\frac{1}{2}$ " x 10 $\frac{7}{8}$ ". Mayhew suggests that there is a relationship between this sketch and 'The 1st Great flat Scene' and a connection with the Hampton Court Palace Theatre, 1718. He is joined in this by Colvin, The History of the King's Works, vol.V, p. 180. This theory will be discussed below.
- 27 Southern, op. cit., pp. 177-182.

H. Leclerc, 'Scénographie et Architecture théâtrale en Angleterre', Revue d'Histoire de la Théatre, 1, 1956, pp. 24-39, noted this preparatory sketch for 'The 1st Great flat Scene', but contributes little new to Southern's analysis.

- 28 Southern, op. cit., pp. 143-179.
- 29 M. Summers, The Restoration Stage, pp. 97-99.
- 30 The Thornhill Travel Diary, 1717, p. 64. This page of the diary is reproduced in,
 G. Barlow, 'The Hotel de Bourgogne According to Sir James Thornhill', Theatre Research International, vol.I, No. 2, 1976, pl.VII.
- 31 Southern, op. cit., pp. 163-176.
- 32 ibid., p. 180.
- 33 R.R. Wark, Early British Drawings in the Huntington Collection 1600-1750, 1969, p. 49. The drawing appears as 'M', in the collected work of Thornhill in the unpaginated plates.
- 34 The iconography of the drawing follows that employed by,
 Cesare Ripa, Iconologia, 1610; and Novissima Iconologia, 1630.
 In addition to the characters noted above, the nine muses can be identified by the following numerals, fig.43,
 Clio 12; Euterpe 15; Thalia 6; Melpomene 5;
 Polyhymnia 14; Erato 11; Terpsicore 9; Urania 13
 and Calliope 10. To the left of Apollo is Archittura 18,
 who appears with 20 and 21 who are part of the same emblem.
 19 and 17 combine to symbolise Pittura and collectively
 represent that art. Mathematics 22, overlooks and controls
 this group, holding aloft a navigator's cross-staff. Time 7,
 accompanied by a cherub with an hour-glass, straddles the
 moulding on the right and Fame 4, winged, sounds her trumpet
 on the left.
- 35 Dr Wark, in correspondence, confirms the dimensions calculated above.
- 36 Cibber, op. cit., vol.I, p. 321.
 The ceiling over the pit too, was still more raised, being
 one level line from the highest part of the upper gallery,
 to the front of the stage . . . They brought down its
 enormous high ceiling.
- 37 Of the other projects for which Thornhill might have worked in
 collaboration with Vanbrugh, i.e., the design might not necessarily
 be related to the sphere, St James's Palace Theatre project; or it
 would have been inappropriate, Hampton Court Palace Theatre in the
 Great Hall, 1718.
- 38 Cibber, op. cit., vol.II, pp. 86-87.

- 39 Even if it was found possible to lower that part of the ceiling over the pit without destroying Thornhill's design, it is clear from the Dumont plan that the introduction of the side boxes in the pit would have obscured the left and right corners of his design leaving the rest a little incongruous.
- 40 The water colour and engraving, pls.LIVa and LIVb, respectively purport to show the proscenium arch, pit and side boxes of the Queen's Theatre, but it is suggested that these are a generalised and rather inept representation of a theatre rather than an accurate representation of the Queen's Theatre after 1709.
- 41 After January 1698 when the Great Hall in Whitehall was destroyed by fire, arrangements were made to move the court entertainments to St James's Palace. During Queen Anne's reign there were recorded six command performances which were probably given in the Ballroom converted for that purpose.

7 Feb 1704, Dryden's All For Love.

28 Feb 1704, Caryl's Sir Soloman Single.

24 Apr 1704, Shakespeare's Merry Wives of Windsor.

6 Feb 1705, Clayton's Arsinoe, Queen of Cyprus.

5 Feb 1706, Ravenscroft's The Anatomist.

6 Feb 1707, Haym's Camilla.

Whether or not these were concert performances rather than full scenic productions is unknown.

Because of the pressure on the available accommodation in St James's Palace, plans were considered as early as 1712 for the rebuilding of the palace. Vanbrugh's proposals circa 1714 are in draft form, plan, portfolio 58, in the Royal Library, Windsor. The theatre incorporated in the design would seem to indicate that Vanbrugh was prepared to suggest a theatre that was large but conceived in a more conventional mould.

H. Colvin, History of the King's Works, V, pp. 236-239.

L.D. Mitchell, 'Command Performances during the Reign of Queen Anne', T.N., vol.XXIV, No. 3, 1970, pp. 111-117.

J.H. Wilson, 'Theatre Notes from the Newdigate Newsletters', T.N., vol.XV, No. 3, 1961, p. 79.

J.E. Sheppard, The Memorials of St James's Palace, vol.I, 1894, p. 281.

K. Downes, Vanbrugh, 1977, p. 88, and the redrawn plan, 11a, p. 89, showing the theatre in the west wing.

- 42 Nalbach, op. cit., p. 21.

- 43 Southern, op. cit., p. 185.

- 44 Summers, The Restoration Stage, p. 114.

- 45 Leacroft, op. cit., pp. 99-103.
- 46 Ison, Survey of London, vol.XXIX, part I, p. 228.
- 47 ibid., p. 228.
- 48 K. Downes, Vanbrugh, 1977, pp. 26-39.
 L. Whistler, The Imagination of Vanbrugh and His Fellow Artists, 1954, pp. 2-25 and pp. 50-54.
 K. Downes, Hawksmoor, 1969, particularly pp. 46-65, discussing the building of Castle Howard, Blenheim and the Orangery, Kensington Palace. See also in this work plates, the subject of which will be discussed below, i.e., Easton Neston, 9, 23, 24 and 25; and for the Orangery 50.
- 49 This particular motif does not appear frequently in the decorative work of Thornhill, but Laguerre used it in the coving in ceilings of the State Drawing Room, the State Dressing Room and the State Bedroom at Chatsworth.
 This feature will be returned to in the Conclusion when this and those features noted below will be discussed in connection with the influence of Andrea Pozzo upon both Thornhill and Vanbrugh.
- 50 An ambiguous and confusing notice appeared after the alterations of 1709 and 1719-20, but nevertheless it is relevant regarding the possible entrance places into the pit area that were linked with the stage;
The Daily Courant, 14 May 1720,
 The Communication from the Stage to the Side Boxes on Market Lane Side being taken off, the Admittance to them will be through the Passage that leads to the Pit on the Left Hand.
 J. Milhous and R. Hume, 'New Light on Handel and the Royal Academy of Music in 1720', Theatre Journal, vol.35, no. 2, 1983, p. 156.
- 51 Ison, Survey of London, XXIX, part I, p. 228.
 This problem is linked with that of placing cellars in this upper area, see n. 54 below.
- 52 Cibber, op. cit., vol.II, p. 86.
- 53 J. Milhous, 'The Capacity of Vanbrugh's Theatre in the Haymarket', Theatre History Studies, refers to,
 E.L. Avery, 'The Capacity of the Queen's Theatre in the Haymarket', Philological Quarterly, vol.31, 1952, pp. 85-87, estimated 1300 seats.
The London Stage, 1660-1800, part 2; 1700-1729, 1960, vol.I, pp. xxvi-xxix, revised estimate to 900 + footmen.

Nalbach, op. cit., pp. 26-27, estimated 1230 seats.

Langhans, 'The Theatres', The London Theatre World, 1660-1800, ed. R.D. Hume, 1980, pp. 64-65, estimated 1705-1709, 700-950 seats; after in 1735 estimated 2000 seats.

Milhous and Hume, Vice Chamberlain Coke's Theatrical Papers, 1706-1715, 1982, documents, 94, 96, 97 and 99.

The Mildmay Opera Account Books, MS. 15 M 50/127, Hampshire Record Office.

Nottingham University Library, Portland MS. Pw.B 95.

I am obliged to Miss Milhous for allowing me to read her article before its publication.

- 54 Leases noting the cellars, P.R.O., LR1/282/290v, 13 Oct 1720, vaults under the boxes of the said theatre and under the passages to the said boxes and also the gallery at the north end of the theatre and which lie behind the eighteen penny gallery at the north end of the said theatre and which looks into the yard belonging unto White Horse Inn.

Similar description is found in LR1/286/9-10, 19 May 1736.

- 55 'Journal of all Receipts, Payments and other Transactions, 1715-1726', Ed. Kerry Downes, Vanbrugh, 1977, pp. 180-233.

f. 4v. Mem'd. I have let the vaults under the Playhouse to Mr Maes and Partners for £30 a year, the rent to commence 25 Dec 1714.

f. 5. Rec'd of Mr Portalles $\frac{1}{2}$ year rent for the vaults under the playhouse to Midsummer last . . . £15. 0. 0.

Similar entries occur in f. 7v, 10 March 1715/16; f. 12, 5 Dec 1716; 5 Jan. 1716/17; f. 18, 8 Jan 1717/18, Rec'd of Mr Portalles to Christmas last . . . £52. 10. 0. In 1718 Mr Portalles also took a lease on the Chocolate Room in addition to the vaults; f. 20, 9 July 1718, Rec'd Rent for the vaults and the Chocolate House in the Haymarket $\frac{1}{2}$ a year to Midsummer last . . . £45. 0. 0. Similar entries follow, f. 24v, 6 Apr 1718/19; f. 27v, 7 Dec 1718.

f. 29v, 25 Feb 1719/20. Mem'd. I this day signed a lease of the Chocolate House and Vaults to Mr Portalles for three years and a half to commence from Christmas last at £90 per annum.

f. 30, 29 Apr. 1720, Rec'd of Mr Portalles rent to Christmas last, £45. 0. 0.

ibid., entries relating to Bowden lessee of the Chocolate House.

f. 4v, Mem'd. I let the Chocolate Room etc to Mr Bowden for £60 per annum to begin from Michaelmas 1714.

Rents received, f.5, 19 Aug 1715; f.11v, 23 Nov 1716; f.13, 4 Feb 1716, f.14v, 25 March 1716; f.15, 24 Jun 1716.

- 56 Ibid., Entries related to the selling of fruit in the playhouse.
 f.25, 14 Apr 1719, Rec'd for 8 nights selling fruit in the playhouse, £8. 8. 0.
 f.33, 12 Nov 1720, Rec'd Mrs Smith on acct. of fruit money in 1718, £6. 6. 0.
 f.33, 12 Nov 1720, Rec'd of Mrs Crawford in full for fruit money to Michaelmas last, £54. 12. 0.
 P.R.O., LC 7/2, fol. 1, Vanbrugh-Swiney Agreement 14 Aug 1706.

One of the conditions was that,

He [Swiney] shall have the advantage of the Fruit-money . . .

Inter-document, Milhous and Hume, Vice Chamberlain Coke's Theatrical Papers 1706-1715, 1982, p. 7.

- 57 Letters of Baron Bielfeld, trans. M. Hooper, vol, IV, 1768, Letter XXXII, p. 105.

The floor of the pit is on this occasion [a ridotto] raised to a level with the stage, and the whole forms a grand and beautiful saloon. There is also another lesser room behind this, which is hung with a light blue damask, bordered with gold, and in a very elegant form. There are no windows to be seen, which produces a singular effect. The whole is splendidly illuminated; the music is good, and in different apartments there are pyramids adorned with the gifts of Bacchus . . . to which everyone is entitled, by paying a guinea at entrance.

- 58 The Memoirs of Charles Lewis, Baron Poellintz, vol, 3, 1733, p. 293.

They have an Italian opera, which is the best and most magnificent in Europe. They pay a guinea for the boxes, half a guinea for the pit, and a Crown for the gallery . . . The decorations are very fine, and the room is very large, and much more beautiful than that at Paris. The company sit for the most part in the pit, where the ladies form semi circles, so that all their faces are seen, which has a very good effect. I forget to tell you that the whole is well illuminated with wax candles . . .

Vol. 5, pp. 216-7,

The place where the boxes are, is in a manner round. 'Tis small, but very lofty and I thought the seats very well laid out. The whole company sits down, even those in the pit, in which there are benches that form an amphitheatre, which is not very high but almost of a circular figure, so that every body faces the stage. This place is so well lighted with wax candles, that it dazzles one's eyes, which is a very great diminution to the lustre of the theatre. The King, who was at the opera when I was there, sat in a box on the right side of the stage, without any distinction, and conversed all the time with three ladies that were in his box.

- 59 These figures are taken from the number of plays noted in The London Stage, part 2, 1700-1729.
- 60 See note 50 above, for an advertisement concerning the entrance to the later side boxes, Daily Courant, 14 May 1720.
- 61 J. Milhous and R. Hume, Vice Chamberlain Coke's Theatrical Papers 1706-1715, 1982, documents concerning the proposed members of the orchestra, musicians' salaries and estimated nightly charges during the years 1706-1709, see documents 17, 18, 44, 50 and 73.
- 62 Mildmay Papers, Hampshire Record Office, MS 15 M 50/127, records frequent payments to a free-lance kettle drummer, 5s. e.g., 10 Dec 1716, perf. of Cleantes, and on 5 Jan 1716/7 during a performance of Rinaldo.
- 63 Milhous and Hume, op. cit., pp. xvii-xxi, and pp. 5-18.
J. Milhous, Thomas Betterton, pp. 189-221 for a general background to the disputes between the Opera Company and Drury Lane.
- 64 Mildmay Papers, op. cit., record payments on several special occasions on which a Sergeant and 16 Guards were required to be on duty, 18s 6d., or on other occasions there were Yeomen of the Guard and footmen in attendance at 10s. Sometimes they were both on duty at the theatre on the same night.

See also S. Rosenfeld, 'An Opera House Account Book', T.N., vol.XVI, No. 3, 1962, pp. 83-88.
- 65 P.R.O., C10/507/78, 21 Jun 1704 and C7/668/31, 12 Jan 1702.
(App. p. 168). (App. p. 177).
- 66 For details of 'The State Bedroom Scene' see note 26 above.
- 67 Two scenic designs attributed to Thornhill are worthy of consideration here, but it is not possible to claim that they were designed for the Queen's Theatre.

'The Bower Scene', pl.LXVII, and 'A Design for a Wall', pls.LXVIIIa and b.

'A Design for a Wall', the recto is shown here in pl.LXVIIIa and the verso in pl.LXVIIIb. This drawing is attributed to Thornhill, R. Wark, op. cit., p. 53, and is illustrated there in plate 'Z'. It is a pen and brown wash sketch, 4 5/8" x 5 1/8". Provenance; Sir Bruce Ingram, Huntington Coll. acqu. No. 63. 52. 298A. The note states that this drawing was previously attributed to Joseph Wilson, but it is closer to Thornhill and might even have some connection with the Saloon at Blenheim, I would suggest, however, for three reasons, that this should be considered a scenic design. First, the profile of the arch bears strong similarities with other Thornhill designs and back shutters. It would be foolhardy to make any particular attribution to either the Theatre or the play. Secondly, the measurements reinforce its practicability particularly

when compared with 'The Bower Scene' to be discussed below. It would form a shutter scene about 21'0" wide 19'0" high. Thirdly, unlike other interior designs it is cut down the centre vertically as if it were a shutter. The manner in which the two halves have been preserved is shown in pl.LXVIIIb, and it appears very like a scenic model that has survived the paint shop; in fact it is far more scenic than a design that has only a drawn centre line upon it.

'The Bower Scene' or 'Arbour Scene', pl.LXVII, bears certain similarities to the scene discussed above and those four designs known to have been for Arsinoe, DL, 1705. First, the similarity in the profile of the arch is striking. Secondly, the dimensions of the actual painted surface is 21'0" x 13'6". The third point of interest is that it shows the way in which Thornhill set out in perspective, not a shutter scene, but a relieve scene upstage of a shutter. For there are three pieces of scenery drawn in this picture. The 1st arch is 21'0" x 13'6", the 2nd arch 15'0" x 12'0" and the 3rd backing flat 10'9" x 10'4".

The provenance of this design is also of interest. Now in the keeping of the Victoria and Albert Museum, Department of Prints and Drawings, D29 '91, it was acquired with the Thornhill designs for Arsinoe and 'The State Bedroom Scene' in 1891 for £11 from W.J. Smith Esq. These designs were in a scrapbook that included designs by Vanbrugh.

- 68 Vanbrugh's stage directions indicating that scenes closed behind the actors,

The Confederacy, (1705), Act V, scene 2, at the close of this scene within the scene, Gripe replies to Clip,

Ay, with all my heart, shut the door after us -

[they come forward, and the scene shuts behind them]

Well, any news?

The reverse, a discovery, occurs at the close of Act V, scene 1, when Act V, scene 2, opens in another room in Gripe's house, Araminta, Corinna, Gripe and Moneytrap are discovered at a tea-table, very gay and laughing.

A similar scene direction occurs in Behn's The City Heiress, (1682, DG, Queen's 1707), Act IV, scene 1, a dressing room, Lady Galliard is discovered in an undress at her table, glass and toilette, Closet attending; as soon as the scene draws off she rises from the table as disturbed and out of humour.

- 69 Among the Vanbrugh 'Accounts', Downes, Vanbrugh, pp. 180-233, there occur regular receipts from John Darwell of rent, £6 p.a. for a flat, and payments to John and Mrs Darwell for washing. These appear with other entries often related to the theatre which gives rise to the suspicion that perhaps Darwell was living in a flat over the dressing rooms in the theatre and acted as, amongst other duties, a caretaker. He was not one of the lessees of the houses in the Haymarket.

- 70 E. Croft-Murray and H. Phillips, 'The Whole Humours of a Masquerade', Country Life, 2 Sept 1949, p. 674.

Conclusion

Background and Influences: Theory and Practice

I have drawn a design for the whole disposition of the inside, very different from any Other House in being . . .

Vanbrugh to Tonson.¹

In concluding this study of the development of the English playhouse from the Restoration converted tennis court theatre to the first opera house, this claim made by Vanbrugh for his theatre requires examination. It is clear from a comparison of the reconstruction carried out above that the Queen's Theatre was different in its internal composition from both that which had gone before and that which followed not only in Lincoln's Inn Fields, but also from what is known of the theatres in Drury Lane and Dorset Garden, as well as that built later in Covent Garden. Whilst such a comparison confirms Vanbrugh's statement it will also be realised that it was those very singular characteristics that were found wanting and were swiftly removed in an attempt to solve the technical problems that arose. These were resolved by making the design conform to the norm - probably that established at Drury Lane.

That Vanbrugh was an architect of singular power, individuality and imagination is undisputed. That he also had considerable knowledge of the theatre is unquestionable. Since one does not believe that Vanbrugh was thoughtlessly innovating, it is necessary, in the light of these seeming errors to reassess Vanbrugh's achievement and evaluate the forces that influenced Vanbrugh to reject, with disastrous consequences, the contemporary structural form of the theatre and to devise his own.

Vanbrugh closed this same letter, at a time when he had just completed his design, requesting Tonson to procure for him a copy of Palladio, one with the plans, and a ground plan of the Amsterdam Schouwberg.

The extravagant claim that the theatre was 'different from any Other House in being', suggests not only that it was unlike any other English theatre, but also that it was unlike any other in Europe. This suggests first that Vanbrugh was aware of the structure of most continental theatres, and that secondly, he had good theoretical reasons for breaking in practice from the established forms. In other words, his was an informed and conscious innovation. However, although a comparative survey of the plans and the elevations of the foremost contemporary theatre in Europe bears out Vanbrugh's claim, it also reveals his sources of inspiration.² These influences came not from the latest public theatres to be built in Holland, France or Italy, but from those classically inspired private theatres devised in the Palladian mould, the neo-classical form rejected by baroque architects.

The ground plan for the Amsterdam Schouwberg³ would have held little interest for Vanbrugh unless it was the organisation of the ancillary services around the stage and auditorium. But this had been developed in a similar, if less spacious manner by Davenant at LIF I. On the other hand he need have sought no further than the accumulated knowledge and experience of his colleagues, particularly Wren, Hawksmoor, James and Betterton, to have been aware of an alternative to the current scheme of theatre architecture. It had been developed in London by Inigo Jones and vestiges still survived. This is assuming that he did not have access to all Inigo Jones's drawings. Whether he did or not (it would be difficult to prove with any certainty that Vanbrugh had studied the designs of Jones influenced by Palladio and Scamozzi, particularly those for the Cockpit-in-Court Theatre), it is clear that it was this Palladian neo-classical form that influenced the design of the Queen's Theatre.

The Inigo Jones plans for theatre architecture reflect his own understanding of the work of both Palladio and Scamozzi as well as their predecessor Serlio.⁴ Nowhere is this more apparent than in Jones's conversion of the Whitehall cockpit. Within the internal octagonal structure Jones transformed the classical rectangular frons scenae of the Teatro Olimpico into a semi-circle.⁵ With regard to the seating, which for Palladio was necessarily elliptical, in the Cockpit-in-Court, Jones was able in a modified way to retain a more classical semi-circular form. It could be claimed therefore that it was Jones who was the innovator who designed a theatre with its forestage and pit confined within a circular structure, that is, unless one wishes to argue that the Cockpit-in-Court was essentially an Elizabethan open air theatre with a roof upon it. The Cockpit-in-Court reflects Jones's application of architectural theory and practice to the problem of Jacobean theatre practice. Therefore, it is admitted, that although Restoration theatre techniques were vastly different from those of the preceding period, nevertheless, this theatre, which was not totally unknown to either Betterton or Wren, and perhaps Vanbrugh, may well have been considered by Vanbrugh to have qualities that had been lost in those theatres that were the result of converting tennis courts at the Restoration. Particularly this may have arisen when he was considering the acoustic properties required in an opera house.

Having briefly established the influences upon Vanbrugh of a long line of classical architects from Vitruvius to Serlio, Palladio and Scamozzi and down through Inigo Jones, there are two further pieces of work that bear upon Vanbrugh's design for the Queen's Theatre. The first is Wren's drawing, All Souls College, Oxford, IV, No. 81, and the second is Andrea Pozzo's treatise, Prospettiva de' pittorie e architetti.

With regard to the Wren drawing, pl.LXIX, there is some doubt as to its authorship and attribution. Whilst agreeing in principle with Leacroft's reconstruction of the drawing,⁶ represented here in fig.46, p. 424, in the light of the projected reconstruction of the Queen's Theatre offered in this work, it is suggested that the provenance of this drawing is not by way of Inigo Jones down to Christopher Wren for a conversion of a Tudor Hall, but, because of the confusion in the King's Department of Works, this is a Vanbrugh drawing that was later gathered together with those of Wren and subsequently thought to have been his. Taking this process one step further it will be argued below that this is a project for the Queen's Theatre. By reference to the Leacroft reconstruction it is clear that the drawing bears too many correspondences with the reconstructed Queen's Theatre described above and in fig.34 for this to be totally rejected as coincidental. Even if attribution of the drawing to Vanbrugh were denied it may be acceptable that the drawing was the work of Wren sketched in the course of assisting Vanbrugh in his project. Of the two possibilities I am persuaded towards the former.

The drawing, pl.LXIX, is without a scale line and Leacroft has deduced from the measurement of the benches and spaces between them that a scale of 1/10" = 1'0" was employed, thereby giving a width of 2'0" to the seats and spaces. When applied to the whole plan this scale produces an auditorium and stage, to the exclusion of the absent walls, with an area of 38'9" x 89'6". This suggested to Leacroft that the design could relate to the Great Hall in Whitehall before 1698. However, Leacroft admitted that inconsistencies arise, for by his estimation this scale would provide barely 6'0" height to the arched apron doors, that are incidentally, only 3'6" wide, inclusive of any supporting architrave or column. Consequently he surmised that this area of the stage was found to be unsatisfactory and abandoned

and it was for this reason that this part of the plan was not carried out in ink as the auditorium had been. One other inconsistency arises when applying this scale to the side passages and the passage at the front of the pit for it measures an unlikely 1'9".

Admitting that this 'Wren' plan is a projected design, there are similarities between it and the Queen's Theatre, not only in proportion but also in design method. If Leacroft's scale proved unsatisfactory when applied to the apron doors an alternative scale of 1/16" - 1'0" might be acceptable. Although creating satisfactory doors it does prove difficult when applied to the benches and spaces for they would have a combined width of nearly 3'0" which would be spacious by contemporary standards. On the other hand the overall area of the stage and auditorium would be 62'0" x 144'0", which is very close to the total area, including the walls, of the original Queen's Theatre, fig.34.

It is suggested that amongst the other modifications to the Queen's Theatre plan, because of the actual site, the 3'0" side passageways that were present in the projected design, were rejected. This ultimately gave rise to the benches spanning the house wall to wall. Additionally, other modifications included those to the width of the benches and spaces between them but the same number of rows from front to rear were maintained, not within the divisions of pit, box and gallery as in the projected plan, but over the depth of the theatre.⁷

The pit and the boxes at the Queen's Theatre were made to conform to the regular pattern by the removal of the central throne dais that appears in the Wren drawing, perhaps a vestige of the Cockpit-in-Court design. At this point it may be suggested that the marks between the forestage arches that hitherto have been interpreted as periaktoi are the result of sketching two lines behind each arch. Those on the stage left are more accurately

lined up than those on the right. The two lines are the result of first drawing sight lines from the foot of the royal dais to the individual arches, and secondly, drawing a line to mask the opening from the upstage edge of the arch to intersect the sight line in each case. Thus, these two lines combined with the third line defining the frons scenae, appear to be periaktoi. This region is another that reveals impracticalities for such an arrangement would not allow access to the entrances at the down stage doorways.

It is clear that once the complexities of the unsatisfactory nature of the five openings on each side of the stage in the Wren drawing were simplified and reduced to the two at the Queen's Theatre, that the thumbnail sketch in the Wren drawing, the dome and all the other individual characteristics, would relate more closely to the reconstruction of 'Sketch 46'. All of which contributes to the belief that there is a close relationship between the Wren plan and the Queen's Theatre.

The relationship of one part of the theatre to another in the Wren drawing is of interest when considered on plan in abstract terms of squares or circles. Indeed, the compass was used as much in the design of Wren's drawing as it was in the construction of the Queen's Theatre.

From the thumbnail sketch of the elevation it would appear that the height of the arched domed figure was approximately equal to the width of the forestage, providing an arch not dissimilar upstage or downstage to those found in 'Sketch 46' and reconstructed in fig.39. This part of the design is not fully carried out in the longitudinal section and is now very rubbed and obscure.

But in terms of design method there are further similarities between the two projects. First, the two parts of the house, forestage and pit are constructed within a circle. The precise extent of both parts are

defined by striking the two common arcs from two centres. In the case of the Wren plan 3'0" apart, 3'0" being the width of the passageway at the front of the pit; and in the Queen's reconstruction 1'0" apart, 1'0" being the width of the radius of the downstage proscenium columns.

Whatever the scale of the Wren drawing may have been in its planning the following proportions were adopted. The rectangle was equally divided in two across the length of the plan and the forestage was established, fig.46. To find the depth of the pit from the forestage the radius of half the width of the building was described from centre '1'. The same radius reduced by the width of the side passageway was then applied from the centre of the forestage to describe the line of the frons scenae. A tangent to this semi-circle was struck across the stage to determine the depth of the proscenium arch frons scenae if it were continued in its full arc. This point is also reflected in the section by a step that divided the forestage from the upper stage. From the auditorium centre, centre '2', the width of the passageway into the auditorium, with the same reduced radius, a semi-circle was described that established the pit. This arc touched the previously drawn arc that established the depth of the pit from the forestage, centre '1'. Consequently both pit and frons scenae were drawn with the same radius but the centres were separated by the width of the front passage in the pit.

Having established that the required proscenium opening should be half the width of the theatre, a cord of that measurement was drawn across the frons scenae circle. The distance from the proscenium arch setting line defined by this cord to the forestage was then used to set the position of the foot of the royal dais by applying a radius of same measurement at centre '2'. An arc twice the distance from the forestage to the foot of the royal dais, was then used to establish the distance from the centre

forestage, centre '1', to the gallery. This arc, when reduced by the width of the front passageway, described from centre '2', the arc of the gallery front. This same arc was then used, but from centre '1' to divide the upper stage into a mid and rear stage area. In the Wren drawing both areas bear roughly sketched lines that indicate scenery. This area is also reflected in the section.

To establish the depth of the stage from the rear of the gallery, the distance from the centre front of the stage, centre '1', to the rear of the royal box was doubled and, as before, that dimension was reduced by the width of the front passageway and an arc struck from the auditorium centre, centre '2'. There is no corresponding mark in the upper stage reflecting this gallery position. It will be noted that the lines that appear to be barriers between the boxes converge at the centre of the upper proscenium arch.

With regard to the longitudinal section drawn off the plan, a horizontal line passes through the section at the level of the base of the royal dais. Raised above this level is that of the stage. The height of the stage off the horizontal line was the same as the width of the auditorium passageway. It would seem, and it is not totally clear in the original drawing, that the dimension of the height of the ceiling at the forestage was estimated as the same as the width of the theatre. Therefore a circle having the same radius as the frons scenae was used to describe the dome over the semi-circular frons scenae. No comparison of this area in the Wren drawing is possible with that shown in the Dumont plans, but it will be recalled that the reconstruction of 'Sketch 46', fig.38, was based upon a similar method.

Concerning the shape hung over the auditorium at ceiling level, one accepts that it could be a vent, a chandelier, or a canopy.

In conclusion if the corridor at the rear of the auditorium and the working space at the rear of the stage are discounted, it is found that the main parts of this uncomplicated theatre were contained, approximately, within a double cube, or two cubes separated by a narrow passageway.

If the rectangular shapes over the proscenium arch and pit area at each side of the Wren plan were to be accounted for, it might be suggested that these represent what might have been the position of side boxes in the conventional Restoration theatre.

The geometry underlying the composition of the Queen's Theatre is equally simple and is cast in the same mould as the Wren drawing. It will be noted that the procedure establishing the key positions in the plan is similar to that employed in the Wren drawing. Additionally this analysis suggests a modification to the reconstruction in fig.47, that would make the forestage a more practicable area than that shown in the Dumont plan. Such a modification would also tend to support a move away from the forestage into the upper stage that arose as the 18th century progressed. Consequently it is suggested here that the original point of the Vanbrugh forestage was the centre line of the theatre. This is shown in fig.47, and it would permit actors sufficient space on the forestage before the apron doors and also provide adequate accommodation for the musicians in the orchestra pit.

Fig.47 shows that the plot containing the Queen's Theatre, including the surrounding walls was 65'6" x 131'0", was divided in two equal parts. The difference between the Wren and the Vanbrugh drawings in this instance is that the walls in the Vanbrugh design are included in the overall plot of the theatre. The distance from this dividing line, hereafter termed the forestage, to the rear of the pit or the front of the boxes, was determined

by cutting the lateral centre line by an arc having a radius of half the width of the total plot, i.e., 32'9" from the centre of the forestage centre '1'.

Unlike the Wren drawing the Queen's Theatre had no side passageway nor one at the front of the auditorium, but there was provision made for an orchestra pit. The factor that seems theoretically to have determined the width of the orchestra pit was conveniently, and coincidentally, the width of the thickness of the side wall of the theatre, i.e., 5'6". This width on the other hand was more likely to have been decided by practical experience. However, in the planning this 5'6" pit replaced the Wren passageway and in a manner similar to the Wren drawing, an arc having the radius of half the width of the interior was applied from the centre of the orchestra pit front, centre '2', to define the division between the pit and boxes. By following this procedure Vanbrugh achieved a totally semi-circular pit.

Compensating for the lack of the Wren passageway in the Queen's Theatre design the arcs setting out the frons scenae were calculated to provide an opening of the required width as well as sufficient off stage space. In the event, the off-stage space was approximately 5'6", the column 2'0" in diameter, with an opening of 40'0". The arcs were drawn from a point, centre '3', 1'0" upstage of the centre '2', fig. 47, having a radii of 20'0" and 22'0". The proscenium opening of the Queen's Theatre of 26'0" between the columns or 28'0" centre to centre, as in 'Sketch 46', might have been plotted in a manner similar to that in the Wren drawing, since it was approximately half the width of the interior of the theatre.

The position of the front of the middle gallery was determined simultaneously with the boxes below, and this level did not appear in the original project design.

The gallery front however was established by the same method as that adopted in the Wren drawing, i.e., the siting of the line of columns supporting the gallery that were set in the third row of benches was defined by scribing an arc having the radius of half the whole plot from the centre '2' position.

The distance from the possible original forestage, centre '1', to the back of the gallery was determined by a slightly different technique. The arc in this case was determined by the distance between the setting line of the proscenium arch and the rear wall. This dimension was then projected into the auditorium from the centre of the forestage, centre '1'. The arcs for the benches were then struck from centre '2'.

Whereas in the Wren drawing the important point dividing the main upper stage into two parts, probably the position of an upstage shutter system, was determined by applying the same arc as that which established the front of the gallery. In the Vanbrugh design this depth was achieved by applying the rear gallery radius from centre '2' at centre '1'. This marked a point in the region of the line between the two upstage columns in the Queen's Theatre stage. An alternative method of marking the same point but calculated on the radius from the front of the upper gallery to centre '3', was scribed upstage of the centre of the upper proscenium arch, fig.47.

Comparison of figs. 46, 47 and 34, shows that the system applied in the designing of these two theatre plans was remarkably similar, and although the introduction of a third centre from which to plot the frons scenae in the Queen's Theatre might seem to be an added complication, the overall planning of the Queen's Theatre was both simpler in its application of the geometrical relationships and in its achieving, more harmoniously, an integrated auditorium and frons scenae by virtue of a form more closely

approaching a circle than that shown in the Wren plan, fig.46.

Regarded in the light of the above analysis of the underlying composition of the Queen's Theatre and that of the Wren drawing it becomes abundantly clear that they were both planned in a similar and extraordinarily singular fashion for the time. Further, what emerges from this Vanbrugh design is that this work, that might well be considered to be his first large scale undertaking, reveals that he used theory in practice, not as a mechanical crutch but as a spur to his imagination. The Queen's Theatre was indeed like no other house in being.

No theatre might have been built subsequently emulating the Queen's Theatre but it is interesting to note that Saunders was sympathetically disposed to the basic principles of its design nearly a hundred years later when addressing himself to the problem of designing the ideal theatre.⁸

Andrea Pozzo's influence upon Vanbrugh was probably more oblique than that of Palladio or Inigo Jones. Drawing upon the work of the two later architects Vanbrugh found the ideal formal arrangement of the essential parts of the theatre building itself. But neither of them had had to combine the stage and the auditorium in precisely the same manner as Vanbrugh. A comparison of the designs for their theatres shows that in those of Palladio and Jones the frons scenae was the principle decoration and that the scenic contribution was secondary. Like them Vanbrugh devised a vast frons scenae but the value of the scenic element through the proscenium arch was to be of equal not of minor importance. There consequently arose a problem but one that was not entirely insuperable. Additionally, in a theatre in which the emphasis was upon the circular, and was 'unlike any other', it would have been interesting to have placed behind the proscenium arch, scenery that continued or echoed this circular theme. Aesthetically such an arrangement would have been extremely satisfying, that is more so

than adopting the rectangular setting that was used in the contemporary rectangular theatres. Speculation along these lines is not without some justification, and although one cannot provide evidence to prove this hypothesis, in this final section material will be presented that persuades me to accept the proposition - whether or not this type of scenery was ever actually erected on the stage of the Queen's Theatre.

The combination of Vanbrugh, the architect, and Thornhill, the decorator, is already acknowledged and documented. That Thornhill decorated the Queen's Theatre has been argued above, and Thornhill's activities as a scenic designer at Drury Lane, the Queen's Theatre and Hampton Court are now recorded. But it is from a page of theatrical sketches in Thornhill's Sketchbook, p.49, pl.IXX, that suggests there is a connection between, on the one hand Thornhill and Vanbrugh, and on the other Andrea Pozzo. Thornhill's scenographic experience before 1704-5 is as yet unknown.⁹ He suddenly emerged as the designer of Arsinoe, Queen of Cyprus at Drury Lane in 1705. It is unlikely that this was his first theatrical engagement and since there is much confusion around the mounting of Arsinoe, it could be, if this opera were originally intended for production at LIF II, that Thornhill did work occasionally in that theatre. If Thornhill designed for LIF II there is a clear justification for thinking that, if Thornhill and Vanbrugh had not come together previously in the service of any other commission, that they became acquainted professionally in that theatre. From there Vanbrugh and Thornhill worked together on the Queen's Theatre project.

There are extant few, ten, theatre designs attributed to Thornhill, of these four are for Arsinoe and they have received sufficient attention elsewhere.¹⁰ By their proportion and composition they are generally accepted as being designed for the Theatre Royal Drury Lane. Of the other

six, five have been discussed at length above and it is the remaining set of drawings that has, as yet, received little attention. But in some respects this page of drawings is the most interesting of all.

The first point to be made is that of the six thumbnail sketches on the page, five are within proscenium arches of a similar proportion to that reconstructed for the Queen's Theatre. The other sketch might represent the proportions of Drury Lane, sketch 'A',¹¹ for the shape is not unlike that in the Arsinoe drawings. This sketch, a curving arcade beyond the proscenium arch that is itself divided by three arches straddling the stage like a frontispiece, seems to have been sketched for comparative purposes; perhaps representing the scene as it might have been designed for Drury Lane compared to the way in which a similar scene might be treated at the Queen's Theatre.

Sketch 'B' takes the essential elements in Sketch 'A' and presses them into a new proscenium arch shape. I suggest that the first upstage arch represents an upper, false, proscenium with accompanying entrance doors at each side. This then gives on to another arch through which is a back scene of the curving arcade in sketch 'A'. Basically what is arranged in sketch 'B' is a multi-purpose set serving for interiors and exteriors with the possibility of providing an emblematic scene in the distance that would specifically characterise the place. At the same time of course, scenes could have been disposed between these arches to change more demonstrably the generalised into the particular.

Such scenes are drawn in sketches 'C', 'D', 'E' and 'F', respectively a garden with fountain, an unspecified terrace, a galleried saloon or prison and perhaps a temple. Because three of these scenes have upstage arches in them giving on to further prospects, these designs could well be placed in the mid stage area between the two major arches in sketch 'B'.

This scenic treatment of the acting area would seem quite unique were it not for the illustrations that accompanied Pozzo's Prospettiva¹² in which was set out clearly the manner in which circular scenes might be created with very little difficulty, providing one followed his instructions. It is therefore the circularity of these designs that links them with the circularity of the Queen's Theatre, and simultaneously brings together Thornhill and Vanbrugh in Pozzo.

There is no reason to doubt that Pozzo's book was known to both Thornhill and Vanbrugh. Indeed it came from the press, 1693, and was probably in England by the time that Vanbrugh was first thinking about the future of LIF II and opera in England. Even if Thornhill could not read the work in the original, the plates must have been clear to any artist who had been trained, as he had, in decorative painting. Further, it is not known how long John James took to prepare his translation that was published in 1707, for which Wren, Vanbrugh and Hawksmoor were subscribers. Therefore it is not too fanciful to suggest that they were well acquainted with the work of their colleague in Greenwich before it went to press.

There had been earlier works on perspective painting but none developed so clearly as Pozzo, the manner in which the design was to be carried out in relation both to the theatre and to the method of applying his technique, especially the one devised to create the effect of circular architectural structures. His theatre plans showed the theatre space divided in half, primarily because of the geometry of perspective, but also his illustrations, particularly that of the elevation of his projected theatre seem to have affinities with both the projected theatre in the Wren drawing and also the reconstructed Queen's Theatre, for here once again was the circular auditorium rising like a coliseum with its galleries surrounding the pit. In its baroque form its classical origins are clear, pl.LXXI.¹³

If Vanbrugh and Thornhill were less sympathetic towards the oblique system of setting the grooves for their scenery, Pozzo's system for setting out curved architectural structures, for example, his fig.43, a temple, pl.LXXII, might have been attractive. For it is argued, it is found reflected in sketches 'C', 'D', 'E' and 'F' in p. 49 of Thornhill's Sketchbook, pl.LXX. Indeed sketch 'E' more closely resembles a copy of the elevation in Pozzo's fig.43; and if Pozzo's fig.42, pl.LXXIII, an ante-chamber, was not lifted for Act I, scene 3 in Arsinoe, and again in 'The State Bedroom Scene', pl.LXVI, it can only be concluded that the scenic vocabulary of the late 17th century was extremely limited.¹⁴

Again, without labouring the point, there are features in Pozzo's fig.41, a gallery, pl.LXXIV, in which the details of the individual profile wings vividly recall the proscenium arch in the Burney Sketch, pl.LXIII. Perhaps the Italian origins of the sketch lie in Pozzo's figs.41 and 77, pls.LXXIV and LXXV, and where the third project design for the Lateran Church, pl.LXXVI, supplied the back scene.

Even if Thornhill's sketches remained projected designs and they were never set up on the stage of the Queen's Theatre, the comparison of these sketches with Pozzo's illustrations, has attempted to show that there was a strong connection linking them, not only together but also with the Queen's Theatre. The bond between them was the circle.

For Pozzo, the crowning achievement was the design and execution upon the stage of fig.44, pl.LXXVII, the Coliseum in Rome, by the application of his innovatory perspective system. Unlike Inigo Jones's design for Albion's Triumph, 1632, at the Banqueting House, in which the illusion created was that a similar structure stood as firmly behind as in front of the spectator. In Pozzo's theatre the surrounding architecture reflected more closely the feigned architecture on the stage, thus creating the impression of being in a coliseum. Thereby the auditorium was united with the stage.

By combining the work of neo-classical authorities with the innovations of Pozzo, Vanbrugh's theatre was also an innovation. This chapter has attempted to show briefly the extent of that innovation. Vanbrugh's achievement lay in his constructing a theatre that combined within its shell the stage and auditorium in a totally harmonious way and further extended this precision of relationship between these two spaces beyond the proscenium arch into the scenery, thus unifying the whole house. This is what made the Queen's Theatre different from any other house in being, for the tennis court theatre, whilst it had served its purpose, was not purpose built. Drury Lane and Dorset Garden, whatever their superior qualities as theatres, and whilst they were integrated because of the perspective system employed that would unite the auditorium with the stage, they were not architecture as Vanbrugh understood it.

In the original Queen's Theatre the parts were not disparate. The geometry underlying the design unified the whole construction. Perhaps, as well as a marriage of the classical and the baroque, there was here the influence of Wren at work for whom mathematics was beauty, and the geometry of the circle became the beauty of the unifying sphere. Reason and Fancy came together, perhaps Vanbrugh's critics were right - he had created a temple - but it was also a monumental piece of architecture dedicated to the Muses.

Notes, pp. 415-431.

- ¹ Vanbrugh, Works, Letters, vol.IV, p. 9.
- ² It is, of course, impossible to know the full extent of Vanbrugh's knowledge of European theatres or even perhaps Inigo Jones's drawings such as those in Worcester College, particularly those for the Cockpit-in-Court and his Serlian theatre project. Works such as F.C. Motta's Trattato Sopra La Struttura De'Teatri E Scene. 1676, were few in number as is observed by E.A. Craig in his introduction to the republished edition, 1972, in which he points to the difficulties of contemporary architects in learning what their colleagues were building, pp. xii-xv, n.s 23 and 24. Following E.A. Craig's comments it becomes apparent that there were two parallel developments in the 16th - 17th centuries. Some followed the form of the Palladian theatre based upon classical precepts, the others, Fontano, Vigarani and Motta, were developing a new and totally different concept in an attempt to build public rather than private theatres. However, Vanbrugh was in touch with many aristocrats who were on the continent, either touring or in diplomatic embassies. See the Chatsworth Correspondence, Lord Tavistock's letters to his Mother, from the Hague, 28 Oct 1697, after having seen a performance of French Comedians, (Letter 96.5); and 1 Feb 1698, after a visit to the opera in Rome, (Letter, 73.9); and again, 20 Sept 1698, prior to a special performance prepared in his honour by Cardinal Ottoboni, (Letter, 73.15). It will be recalled that the Duke of Manchester whilst acting as the Ambassador in Venice also acted as an agent for the engaging of singers for the Queen's Theatre and possibly he recommended operas that might be taken into the repertoire. Vanbrugh, Works, vol.IV, pp. 16-17, 20-21 and 24.
- ³ See note above, regarding the plans of the Schouwberg Theater, Amsterdam, The Queen's Theatre in the Haymarket, Land Purchase, Subscribers and Controversy, n. 9.
- ⁴ I. Jones was in possession of Palladio's quattro libri dell'Architettura, whilst he was studying in Italy, 1613, see Inigo Jones on Palladio, (facsimile edition of Jones's copy), 1970. Inigo Jones's copy of Serlio, D'Architettura, (ed. Venice, 1619), passed to John Webb then down through Matthew Churchill, Master Carpenter to the Board of Works; James Thornhill, Peter Williams and Nicholson, 1813, to the R.I.B.A. Library. See also facsimile ed. 1964. See Wren Soc. vol.XX, pp. 74-77, for Sale Catalogue of Wren's Library which included the works discussed above.
- ⁵ For plans and reconstruction of the Cockpit-in-Court see G. Wickham, Shakespeare's Dramatic Heritage, 1969, pp. 151-162.
- ⁶ For Richard Leacroft's reconstruction of the All Souls College, Wren drawing, vol.iv, No. 81, see Leacroft, op. cit., p. 86, fig.58.

- 7 The number of rows, benches and voids, in the two plans are as follows:

	<u>Wren</u>		<u>Queen's</u>	
Pit	7	} 18-19	11	} 21
Boxes	11		5	
Middle Gallery			5	
Gallery	7		6	
	<hr/>		<hr/>	
	26		27	
	<hr/>		<hr/>	

- 8 This is not to claim that Saunders knew the original design or form of Vanbrugh's theatre but that the schemes he propounded, not without some confusion and contradiction, as reflected in his plans for a projected ideal theatre and opera house, were not vastly different from Vanbrugh's original design on several counts. The plates clarify Saunders' descriptions and reference should be made to A Treatise on Theatre, pls. XI and XII, figs. 1 and 2, for the theatre; and pl. XIII, figs. 1, 2 and 3, for the opera house. These plans show a certain similarity with Vanbrugh's underlying geometry. With regard to Saunders' elevations, Leacroft's reconstruction of Saunders' theatre, op. cit., pp. 162-3, emphasises and reinforces clearly the relationships to both Leacroft's own reconstruction of the auditorium of the original Queen's Theatre as well as the reconstruction projected above for both the stage and auditorium of Vanbrugh's original design.
- 9 Biographical material on Sir James Thornhill, see for general background:
- E. Croft-Murray, Decorative Painting in England, 1537-1837, 1962, vol. II.
- S. Rosenfeld and E. Croft-Murray, 'A Checklist of Scene Painters Working in Great Britain and Ireland in the 18th Century (5)', T.N., vol. 20, No. 1, 1965, p. 39.
- Sir James Thornhill of Dorset, 1675-1734, Tercentenary Exhibition, Dorset Natural History and Archaeological Society, 1975. pp. 6-18.
- J. Brocklebank, 'The Childhood of Sir James Thornhill', Somerset and Dorset Notes and Queries, vol. XXX, 1975, 301.
- E. de N. Mayhew, Sketches by Thornhill in the V. and A. Museum, 1967, pp. 5-10.
- 10 For discussion of Thornhill's designs for Arsinoe, see:
- J. Laver, 'Some Unknown Theatrical Designs by Thornhill', Mimus und Logos, 1952.
- R. Rosenfeld, Georgian Scene Painters and Scene Painting, 1981, pp. 71-72.
- G. Barlow, 'Sir James Thornhill and the Theatre Royal', The Eighteenth-Century English Stage, ed. K. Richards and P. Thomson, 1972, pp. 179-193.

11 The letters have been introduced by this writer in order to distinguish the individual sketches.

12 Pozzo's Prospettiva, in English translation, .

John James, Rules and Examples of Perspective Proper for Painters and Architects, 1707 ?

E. Croft-Murray, Decorative Painting in England, vol.II, also notes the influence of Pozzo's great vault of the Sant' Ignazio in Rome in Thornhill's design for the ceiling of the Great Hall, Greenwich Palace.

With regard to other influences, particularly that of Juvarra, upon Thornhill's design style in these drawings, in spite of the correspondence between Vanbrugh and his colleagues who may have visited Cardinal Ottoboni's operas, I now believe that there is no connection between the two designers. Although Thornhill's designs attempt to recreate semi-circular architectural settings, he does so by maintaining the established position of the flats in parallel sets of grooves. Juvarra's architectural and landscape settings differed fundamentally in that he achieved his effects by organising his flats not only in the side wing positions but also straddling the central stage area.

Additionally it would seem that Thornhill's theatrical activity was before Juvarra's years, 1708-1714, with Cardinal Ottoboni and the publication of engravings of his settings, c.1711. See V. and A. Library, Juvarra Sketchbook, DT. 33.b.

If these designs in Sketchbook p. 49, are considered to be later than 1705-6, then there is the possibility that they are rough sketches arising from either discussions with, or his having seen the work of, either Pellegrinni or Ricci, who were encouraged to come to England by the Duke of Manchester in 1708. Since however these Italians promised to be, and were, in direct competition with Thornhill, it is unlikely that any intimacy developed between them. John Devoto seems to have been the first designer in Britain to emulate Juvarra, see E. Croft-Murray, John Devoto, Society for Theatre Research Pamphlet Series, No. 2, 1952.

13 See Leacroft, op. cit., p. 100, fig.67, where he considers this same connection.

14 Mayhew, op. cit., p. 10, notes Thornhill's use of the design pattern books of Daniel Marot; see particularly decorative furniture designs,

Daniel Marot, Das Ornamentwerk des D. Marot, 1892, p. 43.

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From Tennis Court to Opera House

Volume II: Plates and Appendix

Graham F. Barlow

Thesis submitted

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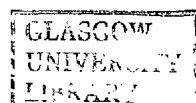
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- LXII. Sir James Thornhill, Sketchbook, f. 63, accounts.
- LXIII. Possible Proscenium Arch of the Queen's Theatre in the Haymarket. B.M., Burney Collection of Theatrical Portraits, vol.IX, No. 101, p. 65. Foreign Artists in Britain.
- LXIV. R. Leacroft, Reconstruction of the Queen's Theatre, The Development of the English Playhouse, 1973, p. 100.
- LXV. Dolle, Settle's, The Empress of Morocco, 1673, at the Dorset Garden Theatre.
- LXVI. Sir James Thornhill, 'The State Bedroom Scene', Victoria and Albert Museum, Dept. of Prints and Drawings, D28A - 1891.
- LXVII. Sir James Thornhill, 'An Arbour Scene', V. & A., Dept. of Prints and Drawings, D29 - 1891.
- LXVIIIa. Sir James Thornhill, 'A Shutter Scene', Huntington Art Collection, 63.52.298A.
- LXVIIIb. Sir James Thornhill, verso of sketch, pl.LXVIIIa.
- LXIX. Sir Christopher Wren, Design for a theatre, All Souls College, Oxford, Wren Drawings, vol.iv, No. 81.
- LXX. Sir James Thornhill, Sketchbook, p. 49.
- LXXI. A Pozzo, Plan and Longitudinal Section for a Theatre, fig.72, Prospettiva de 'pittori e architetti, 1693-1700, vol.I.
- LXXII. A. Pozzo, A Temple, fig.43, Prospettiva, vol.II.
- LXXIIIa. A. Pozzo, An Antechamber, fig.42, Prospettiva, vol.II.
- LXXIIIb. Sir James Thornhill, Arsinoe, Act I, Sc.3, V. & A., D28 '91.
- LXXIV. A. Pozzo, A Gallery, fig.41, Prospettiva, vol.II.
- LXXV. A Pozzo, Wing Flats, fig.77, Prospettiva, vol.I.
- LXXVI. A Pozzo, The facade of San Giovanni in Laterano, third project, Trattato II, 87.
- LXXVII. A Pozzo, A Coliseum, fig.44, Prospettiva, vol.II.

Abbreviations

B.L.	The British Library
B.M.	The British Museum
<u>C.S.P., Dom.</u>	<u>Calendar of State Papers, Domestic</u>
G.L.C.	Greater London Council
<u>H.C.J.</u>	<u>House of Commons Journal</u>
<u>H.K.W.</u>	<u>History of the King's Works</u> , ed. Colvin
<u>H.M.C.</u>	<u>Historical Manuscripts Commission</u>
<u>L.S.</u>	<u>The London Stage</u>
NUL	Nottingham University Library
P.R.O.	Public Record Office
<u>R.E.S.</u>	<u>Review of English Studies</u>
R.I.B.A.	The Royal Institute of British Architects
R.C.S. of E.	The Royal College of Surgeons of England
<u>S.L.</u>	<u>The Survey of London</u>
<u>T.N.</u>	<u>Theatre Notebook</u>
<u>T.R.I.</u>	<u>Theatre Research International</u>
<u>T.S.</u>	<u>Theatre Survey</u>
V. & A.	Victoria and Albert Museum
W.P.L.	Westminster Public Library

AppendixBiographical notes on the Owners of Lisle's Tennis Court 1656-1705Thomas Lisle (d. 1680?)

Nothing definite has emerged about Thomas Lisle before his involvement with the building of the tennis court. Whatever position he had held as a servant to the King¹ at the time the project started, it was claimed that he was in hard straits financially. Apart from the fact that he might have been 'obnoxious to the present powers', and for what precise reason I have not discovered, his marriage to Anne, formerly Tyler, a widow, was kept secret; again no particular reason was given - unless it followed from the previous situation. On the evidence available at the moment it is uncertain whether or not the tennis court was named after Thomas Lisle or Anne, his wife. Although he appears to be the guiding and responsible force behind the business transactions I have the suspicion that this is because legally he stood before his wife, but in reality it was she who was the power behind the throne. Neither the date of his birth, nor of his marriage is known. Search for his will has proved fruitless and he would seem to have died at some time during the years 1679 and 1680, for it was during this period that his name was replaced by that of 'Squire Reeve' in the St. Clement Danes parish rate books.²

¹ P.R.O., C10/237/65. All the other personal details regarding Thomas Lisle are drawn from this document.

² W.P.L., St. Clement Danes Parish Rate Books, 1679 and 1680.

Anne Lisle (d. 1698?)

When Anne Tyler of Fetter Lane, London, married Thomas Lisle, probably in 1655,¹ she was a widow, and of her deceased husband and past life little is known. That little amounts to one daughter, also named Anne, who married

one Horatio Moore in 1652.² If one were to suggest that at the earliest Anne the daughter married at the age of eighteen, this would place the first marriage of Anne Tyler, the mother, possibly in 1633 and her birth date about 1615; but this is supposition. On the other hand Anne Lisle was still alive in 1692,³ which would give her a minimum life span of seventy-seven years. She had probably died by 1698, for she does not appear in her second son-in-law's will,⁴ but this of course would not have been necessary, and it is by no means certain evidence of demise. It was Anne Lisle, by the name of Anne Tyler, who was the first of this group to take a lease on the land that was ultimately to bear the tennis court, but there is nothing to indicate that that was the original purpose she had in mind, for it was not until Horatio Moore took a lively interest that its function became clear.

¹ P.R.O., C10/237/65.

² *ibid.*

³ R.C.S. of E., Indenture 28-29 Dec 1692, Anne Lisle was party to the conveyance of 40 Portugal Row and the tennis court in trust to Sir Edward Abney, Kt and William Masemore.

⁴ P.R.O., P.C.C., 25 June 1702, will of R. Reeve dated 11 May 1698.

Horatio Moore (I) (1622-1660)

About Horatio Moore (I) one can bring to bear, comparatively, considerably more information. The son of Richard Moore of Hatfield, Hampshire, pleb., he matriculated as Horace, 8 June 1638, at the age of sixteen; from Balliol College he graduated B.A. 11 Feb 1640/1.¹ As Horace he was admitted as a student to the Inner Temple, November 1640, when his father is stated to be of Hookfield, Hants, and he was called to the Bar, 11 February 1650/1.³

A year later he married, 13 Feb 1651/2,⁴ unbeknown to his father,⁵ Anne Tyler, daughter of the Anne Tyler considered above. His name appears amongst those whose chambers were to be seized for the use of the House, 23 June 1656, 'by discontinuance or otherwise'.⁶ This suggests that by that time he was preparing to leave the practice of law for a more adventurous career. Horatio Moore and his wife Anne had two children, the first a son, Horatio, and the second a daughter, Frances.⁷ Horatio was born during 1658/9 and Frances could not have been more than two years younger than her brother for their father died in 1661.⁸ If Horatio Moore I had made any will it has not been found, indeed, there was a Grant of Administration to Anne his wife for the goods of Horatio Moore, late of the Inner Temple, 18 April 1660.

¹ J. Foster, Alumni Oxonienses, 1500-1714, 1968, p. 1023.

² J. Foster, Students Admitted to the Inner Temple, 1547-1660, 1877, p. 308.

³ J. Foster, A Calendar of the Inner Temple Records, vol. 2, 1898, p. 298.

⁴ Boyd's Marriage Index, Register of St. James, Clerkenwell, (Harleian Soc., vol. 13, p. 87.)

⁵ P.R.O., C10/237/65.

⁶ J. Foster, Calendar of Inner Temple Records, 1603-1660, 1898, p. 320.

⁷ Frances Moore, it could be that Frances was older than Horatio II, for it is only from legal documents that one knows of her, and in those circumstances he stands before his sister. The same doubts surround the order in which children were born to Anne Moore in her second marriage.

⁸ P.R.O., C7/237/86.

Richard Moore (d. 1662)

It was at the death of Horatio Moore I, 1660, that his father Richard entered the action.¹ Richard Moore had not made any allowance to his son on discovering his marriage,² presumably he disapproved, but at Horatio's death Richard Moore redeemed the mortgage on his son's house in Portugal Row, Lincoln's Inn Fields.³ Later Richard Moore went to law to defend the right and title of his grandson, Horatio II, to his inheritance. Richard Moore's will was dated 10 October 1662⁴ and presumably he died shortly after making it. This document has not been found but a considerable part of it is recited in the documents considered above.

¹ P.R.O., C7/237/86.

² P.R.O., C10/237/65.

³ *ibid.*

⁴ *ibid.* (Bill of Complaint).

Anne Moore (1634?-1714) and Richard Reeve (d. 1702)

Two years passed before Anne Moore, née Tyler, widow, remarried and to one Richard Reeve of Dagnall in Buckinghamshire. This was certainly by the year 1662 for Richard Reeve appeared as executor of Richard Moore's will in which Anne Moore was named as Reeve.¹ By Richard Reeve, Anne had several more children whose names are known for they were beneficiaries of their father's will.² The most prominent of the children as far as the history of the tennis court is concerned was Thomas, who had two sisters, Olivia and Cockshed.³ Richard Reeve having made his will on 11 May 1698 did not die until the middle of 1702. He had an address in New Windsor, Berks, and besides the tennis court-playhouse, he owned property in Warwickshire and the leasehold on four houses in Sermon Lane, London.

The will was proved by his wife, the sole executrix, on 25 June 1702. Anne Reeve lived on until at least 1714, for her name appears amongst the moiety holders of the tennis court who leased the property to Christopher Rich in that year.⁴ Richard Reeve founded four alms houses in Windsor, 1688.⁵

Anne's two sons, Horatio Moore II and Thomas Reeve, both distinguished themselves, each in his own sphere of activity, Horatio in tennis and Thomas in the law.

¹ Richard Moore Will, parts recited in P.R.O., C10/237/65.

² Richard Reeve Will, P.R.O., P.C.C., 25 June 1702.

³ Cockshed, probably the name of her husband.

⁴ Lease of the playhouse to Christopher Rich noted in B.M., Add. Ch. 9303, 3 Dec 1714 as of 31 Aug 1714.

⁵ The Gentleman's Magazine, 1737, p. 60.

Horatio Moore II (1658/9-1708)

It would seem that Horatio Moore II attended neither university nor Inn of Court but was sufficiently well educated privately and not without Court connections, for a reversionary grant of the royal tennis court at Whitehall was made to him on 25 November 1676.¹ This was to occur on the death of a Captain Thomas Cooke,² but efforts were made on the part of Henry Barker,³ a solicitor to the Treasury, to get Moore II passed over in his own favour.⁴ Barker was unsuccessful in his attempt to secure the position and on 23 August 1698 Moore II was sworn in 'in the place and quality of Master of his Majesties Tennis Courts'.⁵ The salary was £132. 3s 4d per annum.⁶ The only other point of information regarding Horatio Moore II in his professional capacity that has been noted was of

an occasion on 7 May 1700 when his advice was sought concerning repairs to be made to the Hampton Court Palace tennis court.⁷ He sold his rights in the Lincoln's Inn Fields tennis court-playhouse for £1725 on 6 Dec 1705 to one Thomas Hiccocks.⁸ He died 9 February 1707/8 and his wife also died shortly after him, without issue.

PROB 6/86, f. 166, P.C.C. Admins, 1710 (August).

1710 August 7 commission issued to Hart Smith, principal creditor of Horatio Moore, late of Plympton in the county of Northampton, deceased, having property in more than one Diocese, and to administer the just goods and credits of the said deceased for the good of himself and all other interested parties and he swore to do so by force of his attorney . . . Anne Moore, widow, relict of said deceased, having met her death before the start of these proceedings for administration.⁹

¹ P.R.O., LR.1.64,35; see also Survey of London, vol.XIV, part III, p. 45.

² *ibid.*

³ Cal. S.P. Dom., 1697, p. 58.

⁴ P.R.O., T29/10, pp. 16-17.

⁵ P.R.O., LC5/166, p. 10.

⁶ Marshall, *op. cit.*, p. 93.

⁷ H.M. Colvin, History of the King's Works, V, p. 166, 7 May 1700
H. Moore was involved in repairs to the Hampton Court Palace tennis court, for details, Wren Soc., vol.IV, Board of Works Minute.

⁸ Abstract of Title, R.C.S. of E., transaction of 6 Dec 1705 noted in indenture of 12 Oct 1753.

⁹ I am grateful to Dr G.C.R. Morris for this note and its translation.

Thomas Reeve (1673-1737)

Thomas Reeve, son of Richard Reeve, then of London, armiger, on 23 November 1688 at the age of fifteen matriculated from Trinity College,

Oxford, graduating in 1691¹ He was called to the Bar of the Inner Temple, 1698 and of the Middle Temple 1713.² In the following year he was party to the sale of the lease of the theatre, LIF II, to Christopher Rich.³ In 1718 he became a King's Councillor, in 1728 a treasurer and attorney-general Duchy of Lancaster; Sergeant-at-Law, 1723; a judge of common pleas 1733-6. He was knighted 25 January 1736 and appointed Lord Chief Justice of the Court of Common Pleas 1736.⁴ He died 19 January 1736/7 and was buried in Windsor. His will⁵ was proved 20 January 1737. He had married Annabella Topham but left no children to enjoy an estate of £20,000 and land and houses in London.⁶ His cousin's son, Thomas Reeve, inherited the title and his interest in the property on which now stood Rich's theatre. The ensuing ownership of the moieties held by the two brothers is to be found in the R.C.S. of E. Schedule in the Appendix.

A monument was raised to Sir Thomas and Lady Annabella in Windsor Parish Church.

¹ J. Foster, Alumni Oxonienses.

² *ibid.*

³ B.M., Add. Ch. 9303.

⁴ J. Foster, *op. cit.*

⁵ R.C.S. of E., amongst the documents related to the sale of the warehouse and 37 Portugal Row there is a copy of Sir Thomas Reeve's will.

⁶ D.N.B. and E. Foss, A Biographical Dictionary of Judges of England, which notes that £100 which was the rent from the theatre was left to one niece, but this is not supported by the copy of the will.

Appendix

Ratepayers at the New Tennis Court, Lisle's Tennis Court and
LIF I, LIF II and LIF III.

From the Surveyors and Overseers, Churchwardens and Scavengers Rate
Books, W.P.L.

1657	James Hooker
1658	James Hooker
1659	James Hooker & Mrs Moore, widow
1660	Mrs Moore, widow
1661	Sir William Davenant
1662-7	"
1668-72	Lady Davenant
1673	The Playhouse
1674-9	Mr Lisle for the New Tennis Court
1680-8	Squire Reeves, the Tennis Court
1688-94	Jonathan Chapman, for the Tennis Court
1695-1705	Mr Betterton for the Playhouse, (Two entries against Betterton's name, i.e., one for the Theatre and the other for the house).
1705-6	No entry
1706	Pinkeman (Pierce Mannington appears in place for house).
1707-8	P. Mannington and no entry for playhouse
1708-9	Rich Esq., and P. Mannington
1709-10	Pinkeman, & P. Mannington
1710-11	William Pinkeman, & P. Mannington
1711-12	Rich Esq., and P. Mannington
1712-13	Rich Esq., & P. Mannington
1713-14	Christ. Rich, & P. Mannington
1714-15	Christopher Rich Esq., & P. Mannington. 2 quarters, 1st payment on theatre since 1705. The 'house' pays regularly.
1715-18	John Rich
1718-19	John Rich & Christopher Rich
1719-21	John Rich and Christopher Bullock
1728-42	John Rich Esq.
1756	John Bank, Empty. Assessed £3. 0. 0.; Rec'd £3. 0. 0.
1757	John Bank Esq., Previous rate £100 now to be £200, against which an appeal was lodged.

C54/4120/39

Cowper and Moore

26 Feb 1657/8

This indenture made the sixth and twentieth day of February in the year of the one Lord God according to the computation now used in England one thousand six hundred fifty and seven between Sir William Cowper of Rattling Court in the County of Kent Knight and Captain James Cowper of Lincolns Inn in the County of Middlesex Esquire Robert Henley of the Middle Temple London Esquire and William Cowper of Hertford in the County of Hertford gent of the one part and Horatio Moore of the Inner Temple London Esquire of the other part witnesseth that the said Sir William Cowper James Cowper Robert Henley and William Cowper aforesaid for and in consideration of the certain parcel of land being part of Ficketts Field in the Parish of St Clement Danes in the said County of Middlesex by the said Horatio Moore and Anne Tyler widow or one of them granted and conveyed or mentioned and intended to be granted and conveyed by several equal moieties or half parts unto John Henley of the Inner Temple London gent his executors administrators and assigns and unto the said William Cowper his executors administrators and assigns in trust severally and respectively for each of them the said James Cowper and Robert Henley and the executors administrators and assigns of each of them severally and respectively in and by one indenture tripartite bearing date with these presents and made between the said Horatio Moore and Anne Tyler of the first part and the said John Henley of the second part and the said William Cowper of the third part and sealed for diverse other good causes and considerations them thereunto moving have aliened granted bargained sold enfeoffed and consigned and by these presents do alien grant bargain sell enfeoff and consign unto the said Horatio Moore his heirs and assigns all that part or so much of a certain field called or known by the name Cup Field otherwise Copp Field lying and being in the several parishes

of St Giles in the Field and St Clement Danes or within one of them in the said County of Middlesex beginning or extending on the west part from the outermost eastern post of the rails before the brick house now or late belonging unto or now late in the tenure occupation or possession of the Lord Brudenell standing at the east end of the Southern long row or range of buildings in the field commonly called or known by the name of Lincolns Inn Field in the said County of Middlesex and from thence in front extending seventy two foot of assize straight on eastward from the said post of the said rails toward Lincolns Inn aforesaid and from the aforesaid front southward hence unto the said field called Ficketts Field containing by estimation one hundred and thirteen foot of assize or thereabouts north and south by the same more or less and all ways passages liberties privileges easements profits commodities advantages and appertinances whatsoever to the said parcel of land or to the said part of the said field called Cup Field or Copp Field belonging or appertaining and the reversion and reversions remainder and remainders rent and profits of the said parcel of land before mentioned so set forth and described as aforesaid and all the estate right title interest use trust claim property and demandments whatsoever of them the said Sir William Cowper James Cowper Robert Henley and William Cowper and of every and each of them of in and to the said parcel of land and premises to have and to hold the said parcel of land hereby granted or mentioned to be granted and all ways paths passages liberties privileges easements profits commodities advantages appertinances whatsoever unto the said parcel of land belonging or appertaining or thereon to be had or taken and the reversion and reversions remainder and remainders rents and profits of the same and all the estate right title interest use trust claims profits and demands whatsoever of them the said Sir William Cowper James Cowper Robert Henley and William Cowper and of every and each of them of in and to the said parcel of land premises or any part or parcel thereof unto the said

Horatio Moore his heirs and assigns to their own proper use and behoof of him the said Horatio Moore his heirs and assigns for ever and the said Sir William Cowper James Cowper Robert Henley and William Cowper each of them singly by and for himself only and for his own several and respective heirs executors administrators and not one of them for the other of them nor for the heirs executors or administrators of the other of them nor for the act of any other than of himself only and of his own heirs executors and administrators doth covenant convey and grant to and with the said Horatio Moore his heirs and assigns and every of them by these presents and forms following that is to say that they the said Sir William Cowper and James Cowper Robert Henley and William Cowper now are or that some or one of them now is and until the full execution of these presents and of the estate hereby mentioned to be conveyed shall and will continue to be lawfully seized in their some or one of their demesne as of a good perfect lawful and indefeasible estates of inheritance in fee simple of and in the said parcel of land and premises with the appertinances hereby mentioned or intended to be granted and conveyed as aforesaid without any manner of condition mortgage power of reversion limitation of any use or uses of any other matter or thing whatsoever to alter defeat change evict determine or encumber the same and without any reversion remainder or other estate thereof or any part hereof in the now Lord Protector in the Commonwealth or in the late King Charles or any other person or persons whatsoever and that they the said Sir William Cowper James Cowper Robert Henley and William Cowper or some or one of them now have or hath and until full execution shall be had and made of these presents and of the estate hereby mentioned and intended to be granted shall and will continue to have good right full power and lawful authority to grant convey assign the said parcel of land and all and singular other the premises with the appertinances unto the said Horatio Moore his heirs and assigns for ever according to the purpose and true intent and meaning of these presents

and that the said Horatio Moore his heirs and assigns shall and may from time to time and at all times hereafter quietly and peaceably have hold use occupy possess and enjoy the said parcel of land and all other the premises hereby granted and conveyed or hereby mentioned or intended to be granted conveyed and every part and parcel thereof with the appertinances free and clear and freely clearly and absolutely acquitted exonerated and discharged of all and all manner of former and other gift grant bargain sales leases jointures dowers statutes merchant and of the staple recognisances executions rents and arrearages of rents fines issues amercements forfeitures delinquencies sequestrations and causes and causes of delinquency and sequestration and of and from all other titles trusts charges and encumbrances whatsoever either in their titles or equity had made committed done or suffered or to be had made committed done or suffered by them the said Sir William Cowper James Cowper Robert Henley and William Cowper or any or either of them their any or either of their heirs or assigns or by any other person or persons whatsoever and the said James Cowper for himself his heirs executors and administrators doth covenant grant and agree to and with the said Horatio Moore his heirs and assigns and every of them by these presents that at and upon the reasonable request and authority cost and charges in the law of the said Horatio Moore his heirs and assigns the said James Cowper and Anne his now wife and Shall and will within the space of six months next after she the said Anne shall come unto and attain her full age of one and twenty years and in case he the said James Cowper shall not be then living that then she the said Anne his now wife upon such request and at such cost and charges as aforesaid shall and will within six months after she shall attain unto the said age of one and twenty years acknowledge and levy in due form of law according to the statutes in that behalf made and provided one fine recognance / / come to court to the said Horatio Moore

and his heirs of the said part of the said field called Cup Field otherwise Copp Field aforesaid hereby mentioned or intended to be granted with the appertinances aforesaid by such meets and rounds and by such description and descriptions and in such sort manner and form as by the said Horatio Moore his heirs or assigns or by his or their counsel learned in the law shall be reasonably advised and required so as for acknowledging and levying thereof the said James Cowper and Anne his wife or either of them be not required for the acknowledging or levying thereof to travel above the space of ten miles from the place of his or their abode at the time of such request to be made and which said fines so to be acknowledged and levied immediately from and after the levying acknowledging and executing thereof shall be and is hereby declared to be and to ensure to the only use and behoof of the said Horatio Moore his heirs and assigns for ever and to and for no other use hath intent or purpose whatsoever and the said Sir William Cowper James Cowper Robert Henley and William Cowper each of them singly and separately by and for himself only and for his own several and respective heirs executors administrators and every and each of them and not one of them for the other of them nor for the heirs executors or administrators of the other of them nor for the act of any other than of himself only and of his own heirs doth covenant promise and grant to and with the said Horatio Moore his heirs and assigns that they the said Sir William Cowper James Cowper and Robert Henley respectively and their respective heirs and assigns and each of them and all and every other person or persons whatsoever have in or lawfully claiming or which at any time or times hereafter within the space of seven years next after the date of these presents shall or may have or lawfully claim any estate right title interest or demand whatsoever either in law or equity of in to or out of the premises hereby mentioned or intended to be granted or conveyed as aforesaid or any part or parcel thereof shall and will

upon the reasonable request and requests and at the cost and charges in the law of the said Horatio Moore his heirs and assigns levy and acknowledge such fine and fines suffer such recovery and recoveries and do suffer and execute such other further lawful and reasonable act and acts thing and things device and devices assurances and conveyances in the law whatsoever for the further and better assuring sure-making and conveying of the land and premises aforesaid hereby granted and conveyed or hereby mentioned to be granted and conveyed and of every or any part or parcel thereof with the appertinances to the said Horatio Moore his heirs and assigns according to the true intent and meaning of these presents as by the said Horatio Moore his heirs and assigns or any or either of them or by his their or any of either of their counsel learned in the law shall be reasonably devised advised and required so as such fine and fines recovery recoveries assurance and conveyance assurances and conveyances or any or either of them that shall be so required by virtue of these presents but only such of them as shall be required from the said Sir William Cowper James Cowper Robert Henley and William Cowper or any or either of them or from the heirs of them any or either of them do not nor shall not contain any other or further warranty or covenants then only against him and them respectively and his and their own heirs and assigns respectively that shall hereby be required to acknowledge and levy suffer make do or execute the same . . . [four lines struck out here] . . . or any of them be not hereby compellable to craveth further for the same then the space of ten miles from the place or places of this here and their respective abode and abodes at the time of such request and requests to be made and it is hereby declared and agreed by and between all and every the said parties to these presents that all and every such further fine and fines recovery and recoveries conveyance and conveyances to the other assurance and assurances as shall hereafter happen to be had or

made as aforesaid and the execution and executions of them and of every of them shall be and /. . . . / and shall be adjudged deemed construed and taken to be and enjoyeth to the only use and behoof of the said Horatio Moore his heirs and assigns forever and to none other use or uses intents or purposes whatsoever and the said Horatio Moore for him his heirs executors administrators and assigns and every and each of them doth covenant and grant and agree to and with the said James Cowper Robert Henley and each of them and to and with the heirs executors and administrators of them and each of them by these presents that he the said Horatio Moore his heirs or assigns nor any or either of them shall or will erect build or set up or cause suffer or permit to be erected built or set up in or upon the said parcel of land hereby granted and conveyed or hereby mentioned or intended to be granted or conveyed as aforesaid and upon any part or parcel thereof any messuage house edifice building wall or fence but what shall be pursuant and agreeable unto a certain agreement or contract or unto certain articles or covenants made in writing between the Society of Lincolns Inn in the said county of Middlesex or certain persons named as Trustees by and for the said society and the said James Cowper and Robert Henley by themselves or together with other owners of certain parcels of ground in the fields commonly called Lincolns Inn Field in the said County of Middlesex in witness whereof the parties above said to their present indentures have interchangeably set their hands and seals the day and year first above written William Cowper James Cowper Robert Henley William Cowper memorandum that the within names James Cowper and William Cowper for and on behalf of themselves and of others within named Sir William Cowper by authority to them given by the said Sir William Cowper and the said Robert Henley did on the day of the date of the said deed within written enter into the parcel of land within mentioned to be granted and after quiet possession thereof had and taken did then and there make livery

and seizin of the said parcel of land by delivery of a turf of the said land unto those within named Horatio Moore according to the form and effect of the deed within written in the presence of Jonathan Pistor Pears A Matthew memorandum that there was a letter of an attorney made by the within named Sir William Cowper and Robert Henley to the within named James Cowper and William Cowper to make livery and seizin on the behalf of the said Sir William Cowper and Robert Henley of the within mentioned premises unto the within named Horatio Moore or his attorney in witness whereof we have hereunto set our hand witness William Adderley junior Walter Nayler William Cowper James Cowper Robert Henley William Cowper sealed and delivered in the presence of Jonathan Pistor Pears A Matthew Tho. Lisle

C54/3988/17

Moore and Emline
(extract)

12 Nov 1658

Horatio Moore of the Inner Temple to John Emline Brickmaker for £110 . . .
all that piece or parcel of ground situate lying and being in the north
part or range of buildings and ground in Lincolns Inn Field in the parishes
of St Giles in the Fields and St Clement Danes or one of them in the said
county of Middlesex and containing in length from north to south one hundred
and twenty seven foot of assize or thereabouts and in breadth in front from
east to west twenty four foot of assize or thereabouts abutting upon a piece
of ground of one (Richard) Adams on the east part upon a new brick built
messuage or tenement of Horatio Moore on the west part upon the said fields
called Lincolns Inn Fields on the north part and upon the blew pale within
four foot of the house on the north side of the tennis court there on the
south part together with all ways passages easements profits commodities
emoluments hereditaments whatsoever to the said piece or parcel of ground
belonging or in any wise appertaining and the reversion and reversions
remainder and remainders of all and singular the before mentioned premises
or any part or parcel of them and also all the estate right title interest
inheritance use possession profits claim and demand whatsoever of him the
said Horatio Moore of in and to the same and all writings and evidence
charters transcripts of fines court rolls and scripts and muniments what-
soever touching or concerning the said premises only or any part or parcel
thereof together with true copies of all such deeds writings evidences
charters transcripts of fines court rolls muniments whatsoever touching or
concerning the said premises jointly with any other part or parcel of land
and messuage and tenement or hereditament whatsoever and which the said
Horatio Moore now hath or hereafter shall or may have or can come by without
suite in law except and always reserved out of this present deed and grant

unto the said Horatio Moore his heirs and assigns or the tenants occupiers and others coming and going from the said tennis court the use and liberty of a way or passage to be left at the east or west of the said piece of ground hereby granted to contain three foot three inches (between) within the walls and of the height of the first story of the building intended upon the premises and to go through the same building as far as the said blew pales . . . to have and to hold . . . etc.

C54/4038/42

Emline and Witherings

3 Dec 1659

This indenture made on the third day of December in the year of our Lord according to the accompt now used in England One thousand and six hundred and fifty-nine between John Emline of the parish of St Martins in the Fields in the county of Middlesex brickmaker of the one part and William Witherings of in the parish of Horne Church in the county of Essex Esq of the other part witnesseth that the said John Emline as well in part of performance of certain articles of agreement made between the said parts bearing the date four and twentieth of November last past before the date hereof as for and in consideration of the sum of six hundred and fifty pounds of lawful money of England to him paid and received and for his use and by his appointing agreed to be paid by the said William Witherings in such manner as in the said articles of agreement is mentioned and expressed where-with he the said John Emline doth hereby acknowledge and declare himself to be fully satisfied and contented hath granted bargained sold enfeofed con-signed and by these presents doth grant bargain sell enfeof and confirm unto the said William Witherings his heirs and assigns forever all that part or parcel of ground lately purchased by him the said John Emline of Horatio Moore Esq and situate and lying and being on the south part or range of buildings and ground in Lincolns Inn Fields in the parish of St Giles in the Fields St Clement Danes or one of them in the county of Middlesex containing in length from north to south one hundred and twenty seven foot of assize or thereabouts and in breadth in front from east to west twenty four foot of assize or thereabouts abutting upon a piece of ground of Mr Edward Greene mentioned to be the ground of one Richard Adam on which there is a messuage lately built by the said Edward Green on the east part upon a new brick messuage or tenement of Mr Thomas Lisle or late of the said Horatio Moore on the west part upon the said fields called Lincolns Inn Fields on the

north part and upon the blew pales within four foot of the house on the north side of the tennis court there on the south part upon which said parcel of ground hath been bargained and sold there is a messuage of brick newly erected which together with the said parcel of ground were lately mortgaged for five hundred pounds by the said John Emline to one Robert Plunkenett Gent for the term of one thousand years /. / with all courts yards backsides wards passages easements profits and commodities emoluments hereditaments which said to the said piece or parcel of ground and messuage thereupon erected belonging or in any wise appertaining and by reversion and reversions remainder and remainders of all and singular the before mentioned premises hereby granted or mentioned to be granted or any part thereof and all and all the estate right title interest inheritance power of redemption use possession profits claim and demand whatsoever of him the said John Emline of in and to the same both in law and equity and all deeds writings and evidences scripts and muniments and whatsoever touching or containing the said premises only or only any part thereof which the said John Emline now hath or had by without suit in law /. / always reserved one of the parts grant unto the said John Emline his heirs and assigns and the tenants and occupiers and others coming to and going from the said tennis court the use and liberty of the way and passage on the west end side of the said piece of ground as an alley to pass into and from Lincoln's Inn Fields to have and to hold the said piece or parcel of ground and the said new brick messuage thereupon built and all singular other the appertinances hereby granted bargained sold with their and every of their rights members and appertinances which /. / said and before said unto the said William Witherings his heirs and assigns to the only uses and behoof of him the said William Witherings his heirs and assigns.

07/237/86

Moore v. Lisle

4 Feb 1661

The Right Hon Edward Earl of Clarendon Lord High Chancellor of England

In all humble manner complaining sheweth unto your lordships your orator Horatio Moore of Westminster in the county of Middlesex an infant of the age of three years or thereabouts to Richard Moore Esq his grandfather and next friend that whereas Horatio Moore your orators late father deceased on or about 29th February in the year of our Lord one thousand six hundred fifty and seven by indenture of grant bargain and sale then made and dated did for a valuable consideration purchase to him and his heirs of Sir William Cooper Kt Bt James Cooper Robert Henley esqs and William Cooper Gent a piece or parcel of ground being part of a certain field called or known by the name of Cup Field otherwise Cop Field lieing in the several parishes of St Giles in the Fields and of St Clement Danes or within one of them in the county of Middlesex and part of the fields called Lincolns Inn Fields part of which piece of ground so purchased by your orators said father your orators said father sold to John Emblyn and on the other part he did erect two several houses the interest of and to one of which houses did belong to Thomas Lisle Esq and your orators said fathers name was only used therein in trust for the said Thomas Lisle which said Thomas Lisle hath since sold and conveyed the house to William Witherings Esq and your orators said father reserving to himself the third house did likewise reserve the original deed of purchase to himself and his heirs for the maintenance of their title to the said third house and afterwards your orators said father dying the said original deed appertainances for himself and his heirs for the maintainance of their title to the said third house and afterwards your orators said father dieing the said original deed appertained and belongs to your orator for the maintenance of his title to the inheritance of the said third house but now so it may

please your lordships that the said Thomas Lisle pretending that he had
 sold and was to convey this said house to some person or persons desired
 he might have the said deed to shew it to counsell to see that the title
 was good and to draw the conveyance thereby who he said was John Howell of
 Lincolns Inn in the county of Middlesex Esq and upon such pretence prevailed
 to have the said deed delivered to him by some person or persons who had the
 same in their custody and possession in trust for your orator and having got
 the same in such manner possessed him self thereof the said Thomas Lisle
 combining himself with the said William Witherings John Howell and Anne
 Moore they some or one of them or some other by their some or one of their
 do / / to intent or privily have the said same deed do refuse to
 deliver the same to your orator or to discover whose custody or possession
 the same is and sometimes pretending that they have not ever had the original
 deed in their or any of their custodies or possession and at other times that
 the same original deed doth not belong to your orator but that it concerneth
 the estate and interest of them the said Thomas Lisle William Witherings or
 one of them of and in the other two houses and that in such respect if they
 had the same in their or any of their custodies or possession they would not
 deliver the same to your orator which doings and proceedings of the said
 Thomas Lisle and William Witherings John Howell and Anne Moore are contrary
 to justice and equity and law to the defeating of your orator of his evidence
 which belongeth to him for maintenance of his title to his said house
 / / consideration whereof and for as much as your orator doth not
 certainly know against whom to bring his action at law for detaining the said
 deed by reason he doth not know in whose custody or possession the said is in
 and the said deed being delivered in private manner to the said Thomas Lisle
 when no witnesses were present or such as are either dead or in remote and
 foreign parts beyond the seas and cannot be present at any trial at law to

be had touching the same your orator is altogether remedyless in the premises by any other way or course saving before your lordships in this honourable court where your orator hopeth the said Thomas Lisle William Witherings John Howell and Anne Moore or some or one of them upon oathes set forth and discover the truth of the matter aforesaid being legally called thereto to the end therefore that the said Thomas Lisle William Witherings John Howell and Anne Moore may set forth and discover whether they or any of them or any other person or persons by or with their or any of their delivering privily consent or procurement of their or any of their use or uses have in their or any of their hand custody or possession the said deed and in whose custody or possession the same is in or hath been in since the death of your said orators father to their or any of their knowledge and how they came by the same and from whom they have received it and whether the said deed was not reserved by your orators said late father upon the sale of the said houses for the use of him and his heirs and for the maintenance of his title the said third house which he did not sell away and that they may shew cause if they can why the said deed should not be delivered to your orator and may answer all and singular the premises that so your orator may have such relief in the premises as shall be agreeable to justice and equity may it please your lordships to grant unto your orator process of sub poena to be directed to the said Thomas Lisle William Witherings John Howell and Anne Moore thereby commanding them at a certain day and under certain pain therein limited personally to appear before your lordships in this honourable court then and there to answer the premises and to stand to and abide such further order therein as to your lordships shall seem meet.

C7/455/70

Harris and Harris v. Lisle et al
Complaint

29 Jan 1661/2

To the Right Honourable Edward Earl of Clarendon Lord High Chancellor
of England.

Humbly complaining and sheweth unto your lordship your orators John Harris
and Richard Harris executors of the last will and testament of Edward Harris
esquire deceased that whereas Sir David Cunningham late Knight and Baronet
deceased having heretofore that is to say about the month of November in
the fourteenth year of the reign of our late sovereign Lord King Charles I
of blessed memory occasion to use the sum of six hundred pounds did take the
same up at interest of the said Edward Harris and for the security thereof
with interest did become bound to the said Edward Harris in one obligation
of the penal sum of one thousand two hundred pounds and bearing the date on
or about the eighteenth day of the said month of November in the said four-
teenth year of the reign of the said late King Charles and the said Sir
David Cunningham failing to pay the said six hundred pounds with interest
at the time in the condition of the said obligation limited and appointed
for the payment thereof the said Edward Harris did thereupon afterwards put
the said obligation in suit against the said Sir David Cunningham and there-
upon in Easter coming in the year of our Lord one thousand six hundred and
forty four obtained a judgement in the court of Kings Bench at Westminster
for the sum of twelve hundred pounds debt besides costs of suit as by the
persons of the said court (. being thereunto had) may more
fully and at large appear and afterwards that is to say in or about the
month of November in the year of our Lord 1651 the said testator Edward
Harris having made his last will and testament and thereof appointed your
orators executors died whereupon your orators did in or about the month of

December 1651 prove the said will and take upon them the burden of executing the same and your orators further show unto your lordships that the said Sir David Cunningham in his lifetime after the obtaining the said judgement that is to say in or about the year of our Lord 1655 did become lawfully seized in his demesne as of fee of and in a certain parcel of ground lying and being in a certain field in the parish of St Clement Danes and St Giles in the Fields and St Dunstons in the West or some or one of them in the County of Middlesex formally called or known by the name of Ficketts Fields containing in length from a certain field formally called Purse Field west towards Lincolns Inn Wall east two hundred and sixty feet of assize and in breadth from the north part of a certain field formally called Cup Field southwards into the said field called Ficketts Field one hundred feet of assize and being thereof so seized did thereof (as your orators are advised) die seized and the same is and ought to be liable to the said judgement so obtained by the said testator against the said Sir David Cunningham and your orators ought to be paid and satisfied their said due debts and interest out of the rents and profits thereof and of the messuages tenements and edifices thereupon since built and erected and accordingly to that intent your orators have chosen to take a moiety of the said piece of ground messuages and tenements in execution for their said debt according to the statute in that case made and provided and have thereupon / / forth a writ of sub poena out of the said court of King's Bench at Westminster to the Sheriff of the county of Middlesex directed whereby the said sheriff is commanded to / / the heir of the said Sir David Cunningham and the tenants of such lands tenements hereditaments in his bayliwicke as the said Sir David Cunningham was seized of at the time of the said judgement given against him or at any time afterwards in his lifetime to appear at a

certain day in the said court of Kings Bench to show cause why your orators should not have execution of their said judgement on the said lands tenements and hereditaments who hath thereupon returned that Thomas Lisle and Anne his wife and Anne Moore widow are tenants of two messuages and William Witherings esquire is tenant of two messuages more and that Robert Henley Esquire and James Cooper Esquire are tenants of six other messuages or tenements all which ten messuages or tenements are lately built upon the said piece of ground of which the said Sir David Cunningham was as aforesaid seized of a good and lawful estate of inheritance in fee simple in or about the said year of our Lord 1655 and the said Thomas Lisle and Anne his wife and Anne Moore and William Witherings and Robert Henley and James Cooper do and must derive their estate which they severally claim in the said respected parcel of ground whereupon the said respective messuages are as aforesaid erected and built under the title of the said David Cunningham since the time of the obtaining the said judgement so as aforesaid obtained against him the said testator Edward Harris and therefore the said messuages and tenements ought to be subject and liable to the payment of the said debt for which the said judgement was obtained as aforesaid but now for it is may it please your lordships that the said Thomas Lisle and Anne his wife Anne Moore and William Witherings Robert Henley and James Cooper plotting and contriving how to hinder and debar your orators from having their just execution of the said messuages and tenements have to that end by combination and confederacy with William Lenthall Esquire Carew Esquire Lord Morley Richard Adams Esquire Sir Richard Fanshaw Earl of Westmorland Lord Strangeford Lord Coventry Horatio Moore (and diverse others and to your orators unknown who when they shall be discovered your orators pray that they be inserted into this bill with apt words and to charge them as defendants) set on foot several pretended titles of and to the said

messuages and tenements and parts of ground and the said confederates by the combination aforesaid make several claims to the said premises immediately under John Harborne deceased William Newton deceased and Thomas Newton and Humphrey Newton the elder and Humphrey Newton the younger son or one of them who had some interest or estate in the said piece of ground and premises paramount to the title of the said Sir David Cunningham and the said confederates do give out and pretend that the said John Harborne was in or about the year of our Lord 1638 seized in his demesne as of fee of and in the said field called Ficketts Field and that he being so thereof seized did in the said year of our Lord 1638 demise the said piece or parcel of ground whereupon the said ten messuages are as aforesaid erected and built to the said William Newton for a long term of years yet in being and do under the said term of years set up to themselves or some of them diverse titles and estates for several terms of years whereas in truth if any such lease for any such term were made to the said William Newton by the said John Harborne that is pretended yet the said John Harborne (as your orators are credibly informed) did afterwards convey unto the said William Newton the fee and inheritance of the said parcel of ground by him so leased demised to the said William Newton as aforesaid and thereby the said term of years was absolutely drowned and extinguished in law and no further use is or can be or ought to be made of the same and yet the said confederates do now set on foot the said lease against your orators upon pretence that the same was assigned over to some other person or persons under whom they now claimeth the / / fee of the said premises was conveyed by the said John Harborne to the said William Newton whereas in truth there was never any such assignment of the said term by the said William Newton to any person or any underlease by him granted for any term yet in being and before the fee and inheritance of the said premises was to him conveyed by the said

John Harborne and if in truth any such underlease or assignment there be bearing /. / date before the conveyance of the fee and inheritance of the said premises by the said John Harborne to the said William Newton the same was ante-dated and not made nor executed at the time that the said /. / date but in truth after the time of the conveying the fee and inheritance of the said premises to the said William Newton by the said John Harborne and the said confederates do at other times give out that the said William Newton did about the year of our Lord 1639 demise the said parcel of ground whereupon the said tenements and messuages are erected and built to the said Sir David Cunningham for one hundred years or some such long term without any or upon some inconsiderable rent and that the said lease is yet in being and unsurrendered but assigned over to them the said confederates or some of them or some other person or persons under whom they pretend to claim whereas in truth if any such lease were made to the said Sir David Cunningham as is pretended yet was the same afterwards wholly /. / by reason of the accession /. / of the fee of inheritance of the said premises to the said Sir David Cunningham to whom the same was afterwards that is to say in or about the year of our Lord 1655 sold and conveyed by good assurances in the law by one Thomas Newton son and heir of the said William Newton who long before that time died seized of the said premises and Humphrey Newton the elder and Humphrey Newton the younger or some or one of them as the said confederates do all very well know although they now sometimes pretend that the said lease so supposed be made to the said Sir David Cunningham and William Newton was before such time as the fee or inheritance of the said premises was conveyed to the said Sir David Cunningham as aforesaid assigned by the said Sir David Cunningham to the said Anne Lisle or some other person or persons under whom they or some of them or some others in trust to them or some of them

do now pretend to claim and at other times give out that the said Sir David Cunningham had before his purchase of the fee and inheritance /. / made and granted some under lease of the same to the said Anne Lisle or to some others of them or some person or persons under whom they pretend some title themselves or some person for some such term of years yet in being whereas in truth the said Sir David Cunningham was at the time of the conveyancing of the fee and inheritance of the said premises to him as aforesaid possessed of the said term of years and had not assigned the same nor made any under lease of the said premises or any part of them to any person or persons whatsoever for any term now in being and if any such there be the same was made and executed after the fee and inheritance of the said premises was conveyed to the said Sir David Cunningham as aforesaid and if the same bear date before then were the same ante-dated and not sealed and executed at the time of the date thereof but /. / purpose to hinder your orators from having their just execution of the said premises for the recovery of their said debt and said confederates the more to delay your orators of their said just execution and of getting in the said just judgement /. / and give out that the said Sir David Cunningham did in his lifetime convey the fee and inheritance of the said premises or some part thereof to one Horatio Moore deceased late husband of the said Anne Moore and that the same did by descent come to the aforesaid Horatio Moore son and heir of the said Horatio Moore deceased who is now an infant under age and by this means seeks to delay your orators said execution until the said Horatio Moore the infant shall come to his full age which will be many years whereas in truth if the fee of inheritance of the said premises or part thereof was by the said Sir David Cunningham conveyed to the said Horatio Moore deceased it was to him jointly under some other person or persons to whom the said survived by the death of the said Horatio Moore

or else the said Horatio Moore did in his lifetime make some conveyance of the same to some other person or persons or grant or demise the same to some person or persons for a long term of years yet in being or for a term of life to some other person or persons at and under some considerable / / any or any at all or so little the same as that the same was by purchase or some remainder vested by or in the said Horatio Moore the same did not descend unto the said Horatio Moore his son from his said father Horatio Moore deceased by . . . of descent at the common law and yet the said confederators do now upon such pretences of the descent of the fee and inheritance of the said premises to the said Horatio Moore seek to keep your orators from / / and levying of their said debt by the execution out of the said premises all which doings of the said confederates contrary to all law are a very great prejudice obstruction and hindering to your orators in getting in their said just debts / / consideration whereof and for as much as your orators being wholly / / to the transactions of the said premises and cannot make possession of the same for want of witnesses your orators witnesses that should prove the same being all beyond the seas or in places unknown to your orators nor have no way to discover the true state of the premises and of the matters and things aforesaid any otherwise than by the assurance of the said confederates in this honourable court where your orators hope they will set forth the truth of the premises to the / / therefore that the said confederates and every of them may true witness make to all and singular the allegations aforesaid and set forth what deeds leases assignments grants conveyances or assurances to their or of their knowledge or with their or any of their privileges or consent had been made granted and executed of or out of the said premises or any part thereof and when made and executed and by whom and to whom and for what consideration how paid or performed

and whether upon any and what trusts and of what date or dates and whether ante-dated or not and for what term or who are witnesses thereunto and what names in particular thereunto subscribed or thereupon endorsed witnessed and in / / whether the said lease made by the said John Harborne to the said William Newton (if any) such there were were not drowned and extinguished in law by accession of the fee and inheritance of the said premises to the said William Newton and whether there was not a conveyance of the fee and inheritance of the said premises made to the said William Newton by the said John Harborne at such time as the said William Newton was possessed of the said pretended lease and whether there were ever any and what lease made by the said William Newton of the said premises or any part of them to the said Sir David Cunningham and when the same was made and dated and whether the same were ever assigned by the said Sir David Cunningham to them the said Thomas Lisle and Anne his wife Anne Moore William Witherings Robert Henley James Cooper or any and which of them or any other and whom and upon what consideration the same was made and by whom the consideration money (if any) were paid and whether the same (if any) such there were were in writing or not and if in writing then when sealed and executed or when the same was made and to what purpose it was made and what date it doth bear and whether the same be not ante-dated and made after the time that it beareth date and how long and who were witnesses thereto and what names in particular are thereto subscribed or thereon endorsed as witnessed and in whose custody the same now is in or since the making thereof hath been and whether the same were for the purpose of the said Anne now wife of the said Thomas Lisle or in trust for any and what other person or persons and may likewise set forth whether the said Sir David Cunningham did in his lifetime before the assurance and conveyance of the said fee and inheritance so to him made as / / grant and to farm let the premises to the said Thomas Lisle

and Anne his wife or to the said Anne Moore or any other person or persons for any and what terms by what deed when dated and when made and executed and may likewise set forth whether the said Sir David Cunningham did in his lifetime make any grant or conveyance of the fee and inheritance of the said premises or any and what part of them to the said Horatio Moore in his lifetime and whether the same were not jointly to him with James Hooker Gent or with some other and whom and whether the same did not by the death of the said Horatio Moore survive to the said James Hooker or some other joint feefer grant or /. / and whether the said Horatio Moore did not in his lifetime make some conveyance of his estate therein to his wife or some other person or persons and whom and who and may make a true punctual and plain answer to the said premises so that your orators may be able to examine forth witnesses as they shall find to be material for the preservation of their testimony and upon reports full discovery of all and singular the matters aforesaid /. / there enabled at the common law to get their said debt may it please your lordship to grant your /. / to the said Lord Morley Earl of Westmorland Lord Strangeford and Lord Coventry of writs of sub poena to the said Thomas Lisle Anne his wife Anne Moore Horatio Moore William Witherings Robert Henley James Cooper William Lenthal /. / Carew Richard Adams and Sir Richard Fanshaw thereby commanding them and every of them at a certain day and under a certain pain therein to be limited personally to be and appear before your lordship in the high and honourable court of chancery and to stand to and abide such order and /. / therein as to your lordship shall seem most agreeable to justice and equity and your orators shall daily pray . . .

C7/455/70

Harris and Harris v. Lisle et al

2 April 1662

Answer

The joint and several answers of Thomas Lisle Esq and Anne his wife and Horatio Moore an infant by Anne Moore widow his mother and guardian to part and their pleas and disclaimer to other parts of the bill of complaint of John Harris and Richard Harris complainants and the answer and disclaimer of the said Anne Moore unto the said bill the said defendant Thomas Lisle and Anne his wife and Horatio Moore by answer deny all combination by the bill charged and to the rest of the bill by protestation not acknowledging or confessing the bill of complaint and the matters therein contained to be true in such sort manner and form as the same are therein and thereby set forth and expressed they say first these defendants Thomas Lisle and Anne his wife for plea thereon to say that Sir David Cunningham in the bill mentioned on or about the 9th day of December in the fifteenth year of the reign of the late King Charles I was possessed for the term of ninety and seven years from thence next ensuing and full to be complete and ended of and in so much of a parcel of ground in the bill mentioned formerly called and known by the name of Ficketts Fields extending from one other field called Purse Field west unto or towards Lincolns Inn Wall east as contained in length three hundred and sixty foot of assize and in breadth all along from the north part of one other field called Cup Field southward into the said field called Ficketts Field one hundred foot of assize or near thereabouts with the appertinances thereto belonging and being thereof so possessed by his indentures and bearing date on or about the 22nd day of February in the year of our Lord 1654 for and in consideration of the sum of £650 well and truly paid unto him by this defendant Anne Lisle formerly Anne Tyler widow did give grant bargain sell assign and set over unto this defendant

Anne Lisle by name of Ann Tyler widow her executors administrators and assigns so much of the said piece of ground called Ficketts Field extending from the aforesaid field called Purse Field west as did contain in length 260' of assize all along from the north part of the aforesaid field called Cup Field southwards into Ficketts Field aforesaid 100' of assize together with all the appertinances thereto belonging and all the estate right title interest claim and demand whatsoever and all the term of years therein to come and unexpired which the said Sir David Cunningham then had right should or in any wise ought to have or claim of in and unto the same or any part or parcel thereof by force and virtue whereof she this defendant Anne Lisle became possessed of the premises so granted bargained sold and assigned to her as aforesaid and was possessed thereof and she and her assigns ought still to hold and enjoy the same for the residue and remainder of the said term of ninety seven years therein to come and unexpired and that at the time of the said purchase made by her of the remainder of the said term of ninety seven years of and in the premises so granted to her for so great a valuable consideration as aforesaid she had not any notice of the judgement pretended by the said bill to be obtained against the said Sir David Cunningham in the Court of Kings Bench at Westminster for the sum of £1200 debt besides costs of suit or for any sum of money whatsoever and the said Anne Lisle doth upon her oath answer that the said £650 was truly paid to the said Sir David Cunningham for the purchase aforesaid and doth disclaim all title and pretence to the premises aforesaid or any part thereof otherwise than aforesaid and this defendant Horatio Moore for plea saith that the said Sir David Cunningham on or about the 14th day June in the year of our Lord 1656 being seized in fee of the reversion of the said piece or parcel of ground before mentioned to be grant bargained and sold to the said other defendant Anne Lisle otherwise Anne Tyler her executors administrators and assigns as aforesaid from and after the end and expiration of

the said term of 97 years did by good and sufficient assurance and conveyance in the law bearing date at the same time for a valuable consideration in money grant and convey unto Horatio Moore Esq deceased this defendants late father and James Hooker their heirs and assigns and afterwards the said James Hooker released the said Horatio Moore and his heirs all his right and interest in the premises whereby the said Horatio Moore became the sole seized and afterwards the said Horatio Moore died thereof so seized by and after whose decease the reversion of the premises descended and came as of right the same ought to descend and come to this defendant Horatio Moore as son and heir to the said Horatio Moore his late father and that his said father and the said James Hooker or either of them at the time of the said purchase made by them of the premises of the said Sir David Cunningham had not any notice of the said pretended judgement and doth disclaim any other title to all or any part of the premises which several matters by all the said defendants respectively pleaded as aforesaid they do respectively (erasure) and will proove as this honourable court shall award and humbly pray the judgement of this honourable court whether they or any or either of them shall be compelled to make any further discovery or other answer to the said bill of complaint or the matters therein contained and set forth and this defendant Anne Moore for herself saith that she disclaimeth to have any right title or interest in and unto the parcel of land in the bill mentioned or any part thereof or to be concerned therein save only that she is advised and conceiveth that she hath a title of dower to the premises and ought to have the benefit thereof after the end or expiration of the said lease of ninety seven years which is before mentioned to be purchased by the said Horatio Moore her late husband deceased and James Hooker as aforesaid and this defendant Anne Moore denieth all combination wherewith she is charged and all the defendants do humbly pray to be hence dismissed with their costs and charges in this behalf most wrongfully sustained.

C7/100/68

Davenant v. Witherings
Davenant Complaint

13 Nov 1663

The Right Hon Edward Earl of Clarendon Lord High Chancellor of England

Humbly complaining sheweth unto your Lordship your daily orator Sir William Davenant of London Knight that your orator about the latter end of the month of March in the twentieth year of his Majestys reign that now is having contracted with another Thomas Lisle for a lease of the New Tennis Court in Lincolns Inn Fields to be by your orator converted into a Theatre (and which is now used for the theatre of his Royal Highness the Duke of Yorks Servants your said orator did find that there were wanted room for the house of scenes in the ground belonging to the said tennis court and therefore for accommodation for the said scenes your orator did take a lease of John Carew gent of certain grounds which then the said Mr Carew held in lease adjoining to the said tennis court and for the purpose aforesaid the said John Carew by his indenture of lease bearing date the 16th January in the twelfth year of the said Majestys reign did let unto your orator all that part of the garden of him the said John Carew situate and being on the east end of the then yard and backside of the said John Carew in the Portugal Row in Lincolns Inn Fields and four foot of ground from the said wall westwards into and part of the said garden or backside with free ingress egress regress for your orator his workmen and assigns to enter into the same garden or backside to build upon the same wall and four foot of ground and at the end of the said lease which was to continue for twenty years again to pull down the same to the intent to reerect the said wall and to make it as it was at the time of the making of the said scene building and paying every year your orator should use representations in the said theatre to the said John Carew his executors administrators and assigns four pounds per annum and he the said

John Carew did agree and undertake to and with your orator at that same time that he had full power to demise the said premises in manner as the same are herein mentioned to have been demised and your orator farther sheweth unto your Lordship that the said Mr Carew being afterwards informed that by means of the said lease so by him let to your orator of the said wall and grounds that he had subjected himself to an action of waste to be brought against him by William Witherings Esq his lessor under whom he held the premises /. / of years he the said Mr Carew did treat with the said Mr W. Witherings for the preventing of any further differences betwixt him the said Mr Carew and Mr Witherings or the said Mr Witherings and your orator and at length the said Mr Witherings /. / an agreement with your orator and the said Mr Carew which was put into writing and signed sealed and delivered and is as followeth that is to say the said William Witherings did promise and agree to and with your orator and the said Mr Carew that neither he the said William Witherings nor his heirs or assigns should so trouble or molest your orator or the said Mr Carew their Executors administrators or assigns by reason of the waste or encroachment aforesaid and your orator all covenants and agreements on his part in the said articles to be performed and the covenant and agreement to be performed on your orators part by the said articles was that your orator should within three years next ensuing /. / of the said articles which was the 14 day of February in the 19th year of his Majestys reign throw down and remove the said wall as aforesaid by him erected and erect and build or cause to be erected a new house of office in the same place where the house of office formerly stood in such manner and as substantially as they were at the time of the said demolishing and in default thereof your orator should pay to the said William Witherings his heirs and assigns the sum of two hundred pounds within a month after the expiration of the said term of three years and your orator is willing to throw down and remove the said wall and erect

a new house of office in the place where the old house of office stood as substantial as the same was at the time of the said demolition and in so doing your orator ought to be indemnified against the said penalty of two hundred pounds and from holding the said lease for any longer term than according to his agreement made with the said W. Witherings as aforesaid but now so it is may it please your Lordship that the said Mr Carew having since the time of his lease made to your orator as aforesaid assigned the house and garden to the same adjoined /. . . . / do belong and all his term therein to William Walker Citizen and Goldsmith of London by combination and agreement between the said John Carew William Witherings and William Walker a contrivance is set upon your orator and to subject him to such penalty of payment of his said sum of two hundred pounds to the said Witherings and his heirs or other holding the demised premises for the term first agreed upon by him which the said Mr Carew for which purpose the said Mr Walker pretends that in his purchase of the assignment he had respect of the four pounds per annum rent to continue for the term of one and twenty years and will not permit your orator to throw down the wall and erect a new house of office and your orator shall do it here /. . . . / to bring his action of trespass against him and also to sue him for the rent and if it be not performed by the time the said Mr Witherings threateneth to take advantage of the forfeiture of the two hundred pounds and sometimes the said Mr Witherings pretendeth that it is not fit season in the year to demolish and new build and saith that whether your orator do demolish and rebuild or not he will take advantage of the forfeiture as by a letter by him sent under his own hand to your orator may appear whereas your orator hath yett three months spare to demolish and rebuild by his agreement with the said Mr Witherings and the said Mr Carew being a party to the same hath dispensed with the lease by him made to your orator the said Walker being his obsigner ought to stand bound by the said contract in justice and equity and your orator ought to be discharged against him and to have the counterpart

of the said lease delivered up to him in tender consideration whereof and for as much as your orators witnesses that should prove the truth of the premises are in places unknown or remote and so your orator is disabled to defend himself or seek relief at law but yet your orator desireth not but the said confederates will confess the truth of the premises to be as aforesaid in their answer to the same in this honourable court upon their oaths and in such case it is most agreeable to conscience and equity this your orator should be relieved against the said lease made by the said Mr Carew and the penalty of two hundred pounds demanded by the said Mr Witherings to the end therefore that your orator may be enabled by the said Court to return the said agreement by demolishing and rebuilding according to the intent of the same and that the said counterpart of the said lease may be delivered up and your orator performing his agreement Mr Witherings may be relieved against the said penalty and that in all and singular the premises your orator may be relieved according to justice and equity may it please your Lordship the premises considered to permit unto your orator most gracious writ of sub poena issuing out of this honourable court to be directed to the aforesaid John Carew William Witherings and William Walker shortly commanding them and either and every of them at fourteen days /. / pain therein to be limited personally to be and appear before your Lordship in his Majestys High Court of Chancery then and there to answer all and singular the premises upon their oaths and further to show /. / abide all such order and direction therein to your Lordships great wisdom shall seem most consonant to equity and good conscience and your orator as in duty bound shall pray for your Lordship.

C7/100/68

Davenant v. Witherings
Carew Answer

25 Nov 1663

The several answers of John Carew Gent one of the defendants to the
Bill of Complaint of Sir William Davenant Knight Complainant

All advantage and benefit of exception to the imperfections uncertainties
and insufficiencies of the complainants said bill of complaint now and
always to this defendant saved and reserved for answer thereunto or unto
so much thereof as materially concerneth this defendant to make answer unto
He this defendant saith that it is true it is he this defendant having taken
a lease of a messuage or tenement and a yard or ground thereunto belonging
from the other defendant William Witherings for one and twenty years he did
at or about the time in the bill mentioned for that purpose mentioned demise
and lease to the complainant the back wall and four foot of ground in the
bill mentioned parcel of the premises by the said Mr Witherings to this
defendant demised as aforesaid to hold to the complainant for twenty years
under the rent of four pounds per annum payable for so long time as the
said complainant should use representations in or upon the theatre in the
bill mentioned and with free ingress egress and regress for the complainant
his workmen and assigns and liberty to build upon the said wall and at the
end of the said twenty years again to pull down the same to the intent to
reerect the said wall and to make it as it was at the time of the making
the said lease and with other covenants as by the said bill of complaint is
set forth and expressed And this defendant also saith that after the said
lease made as aforesaid some scruples and doubts arose touching the liberty
and power by this defendant to the said complainant granted by the said
lease for building demolishing and new erecting upon the wall and ground
aforesaid And the complainant fearing as he said and having (as he affirmed)

heard that the said other defendant William Witherings would bring his action of waste against this defendant if the said wall were pulled down or demolished And this defendant being likewise informed that the said Witherings intended so to do and thereby the said Sir William Davenant was fearful he might be hindered from enjoying the convenience he purposed to himself and had or might have by the use of the said ground in manner as by the said lease he was to enjoy and use the same the complainant did together with this defendant treat with the said Mr Witherings and it is agreed and articulated in such manner between the said complainant Mr Witherings and this defendant as by the said bill is thereof expressed and set forth And this defendant further saith that after the said agreement and articles this defendant having before granted and assigned and set over unto Jeremiah Collier of London Gent all his term and interest in the said messuage or tenement ground and premises to this defendant by the said William Witherings leased he this defendant the said Jeremiah Collier and the other defendant William Walker in the bill named did come to an agreement for the purchase of the remaining term And this defendant did then acquaint the said William Walker that he had made such lease as aforesaid to the complainant under the rent and covenants aforesaid And the said Jeremiah Collier by and with this defendants consent who had an equity of redemption of the said term did on or about the 25 July 1662 absolutely grant assign and set over unto the said William Walker the said original lease and all his term interest and estate of and in the said messuage or tenement and premises so by the said William Witherings to this defendant leased as aforesaid But this this defendant doth utterly deny that he hath used or endeavoured any way or means whatsoever to ensnare the complainant or to bring him unto the danger of forfeiting the two hundred pounds in the bill mentioned or that he this defendant hath hindered or will hinder the said complainant from

enjoying his said lease and the benefit aforesaid or the advantage he hath or may or might have by the said agreement made with the said Mr Witherings as aforesaid Although this defendant was instrumental in the said agreement and articles chiefly for and on the behalf and at the instance of the complainant and promised to be indemnified therein and therefore humbly hopeth he this defendant hath not acted nor expressed any thing to the disturbance or hinderance of the complainant in the enjoying the fruit of his said lease he shall not be subjected nor is not subject to any advantage to be had against him by the complainant in this honourable court or elsewhere touching the same And this defendant denyeth all and all manner of confederation or combination against him in the said bill of complaint charged Without that that any other matter or thing in the said bill of complaint contained material or effectual in the law for this defendant to make answer unto and not herein or hereby sufficiently answered unto confessed and avoided /. / or denied is /. / to the knowledge of this defendant all which matters and things this defendant is and shall be ready to aver and proove as this honourable court shall /. / and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully and vexatiously sustained

C7/100/68

Davenant v. Witherings

25 Nov 1663

Walker Answer

The several Answers of William Walker Citizen and Goldsmith of London one of the defendants to the bill of Complaint of Sir William Davenant of London aforesaid Knight complainant This defendant saving and reserving to himself all advantage and benefit of exception to the manifold imperfections falsities and insufficiencies of the complainants said bill of complaint for answer thereunto or unto so much thereof as materially concerneth this defendant to make answer unto although by this defendants own shewing there is no equity in the Bill contained to be relieved for anything therein mentioned and against this defendant and therefore this defendant as he is advised hath just and good /. / unto the said Bill as against this defendant yet he saith that it may be true and he believeth that such a lease as in the said Bill is mentioned was made by the said other defendant John Carew unto the said Complainant of such part of this brickwall and four foot of ground in the bill mentioned bearing the date and for the term and under the covenant and rent of four pounds per annum in the bill expressed payable during the time that the complainant should use representations upon the theatre therein specified as by the bill is allowed And it may be true although this defendant knoweth it not but is a stranger thereunto that the said complainant the said Mr Carew and William Witherings in the bill named did article and agree in such manner as by the bill is set forth but upon what grounds /. / or for what causes reason or consideration this defendant knoweth not but this defendant doth confess that true it is after the time of such the said agreement between the said complainant Mr Witherings and Mr Carew if any such were as the same and at the time the same is mentioned in the said bill to be had or agreed (vizt) the five and twentieth day of July in the year of our Lord God one thousand six hundred

and sixty two he the said John Carew having before that time by his indenture duly executed granted and assigned and set over the messuage or tenement with appertinances by the said writings to him leased whereof the said brick wall and four foot of ground is and are parcel unto Jeremiah Collier of London Gent for all the term to the said Mr Carew granted therein to come and unexpired he your said orator did contract with the said Jeremiah Collier and also with the said John Carew he had an equity of redemption thereof for the whole term then unexpired and for an absolute agreement thereof and at the time of treaty for such his contract the said John Carew did acquaint this defendant with the said lease so by him made to this complainant and of the rent of four pounds per annum during the time of the complainant acting representations on the theatre in the bill mentioned and this defendant in truth / / in his purchase of the said lease and assignment a peculiar respect to the said four pounds per annum so reserved as aforesaid And this defendant in consideration of fifty five pounds ten shillings paid the said Jeremiah Collier by this defendants having agreed with the said John Carew and paid unto him for his Interest above the sum of eighty pounds did purchase this said lease so made and granted to the said John Carew by the said William Witherings and the assignment thereof from the said Jeremiah Collier and the same and all the interest right and title of the said Jeremiah Collier in and to the same and the residue of the term therein to come was by him the said Mr Collier assigned and set over unto this defendant his executors administrators and assigns to hold for the residue of the said term by the said lease from the said Master Witherings to the said John Carew granted then to come and unexpired And this defendant saith that it maybe true that he this defendant might or did say that if the complainant did do him any trespass upon the premises he would bring his action of the same but he did never threaten to sue or

molest him the said complainant for doing any thing in or upon the premises so to him demised which was or could be warranted by the lease from the said John Carew to him the said complainant granted and this defendant saith that it doth not appear by the complainants bill that this defendant was privy unto the agreement made between the said complainant and Mr Carew and Mr Witherings in the bill mentioned nor did this defendant in truth know anything thereof till long after the said agreement if any such were now until about four months since However this defendant doth not nor will hinder the complainant for doing erecting demolishing erecting anything whatsoever in or upon or about the wall or four foot of ground aforesaid which by the said lease to the complainant made by the said John Carew he was impowered or authorized to do erect demolish or act but under the rent and covenant by the said lease reserved and made he the said complainant shall and may as against this defendant hold and enjoy the premises to him as aforesaid demised according to the demise aforesaid And he humbly hopeth that he shall not be compelled by the Hon Court to deliver up the counter part of the complainants said lease but shall receive and have the said four pounds per annum rent hereby reserved according to the lease aforesaid not with standing any agreement or pretended agreement made or pretended to be made between the complainant and the said other defendants he this defendant not being party or privy thereunto nor any ways concerned therein and this defendant doth deny all and all manner of combination and confederacy with the said other defendants or any of them or with any other person or persons to deceive defraud or injure the complainant or to subject him to the forfeiture of the two hundred pounds in the said bill mentioned or hinder him from the enjoyment of his said lease any way howsoever without that that any other matter or thing in the said bill of complaint contained material or effectual in the Law for this defendant to make answer unto and not herein or hereby

sufficiently answered unto confessed and avoided traversed or denied is true to the knowledge of this defendant all which matter and thing this defendant is and shall be ready to /. . . . / and /. . . . / as this Hon Court shall award and humbly pray to /. . . . / with his reasonable costs and charges in this behalf most wrongfully and vexatiously sustained.

07/100/68

Davenant v. Witherings

28 Nov 1663

Witherings Answer

The several answers of William Witherings defendant to the Bill of complaint of Sir William Davenant Knight Complainant.

The said defendant saving to himself now and aftertimes here and after and all manner of benefit and advantage of exception to the / / of the said bill of complaint for answer unto so much there of as / . . . eth / him he answereth and saith that possibly it may be true that / / knowledge that the complainant at the time in the bill mentioned had contracted with Mr Thomas Lisle for the lease of the tennis court the bill mentioned and that the complainant wanted room for the depth of scenes or long to / / possibly it may be true but he knoweth it not of his own knowledge that John Carew did make the indenture of lease in the bill mentioned bearing the date on the bill / / the complainant for the proposed / / and ground in the bill mentioned at the / / and with / / he provide / / is set forth or otherwise And this defendant saith he knoweth not that the said John Carew did agree or undertake to or with the complainant that he had power to demise the premises in manner as the same is mentioned in the said bill to have been demised or otherwise but this defendant confesseth that he did make a lease bearing date the / / july in the year one thousand and sixty to the said John Carew of a house in Portugal Row in Lincolns Inn Fields with the land and appertinances of which the brick wall and ground in the bill mentioned were and are part for one and twenty years to begin and from the day of lease and said that possibly it may be true but he knoweth it not of his own knowledge that the said John Carew after the making of the lease in the bill mentioned to the complainant was informed that by means of the said lease so by him let he did subject himself to

make default to be brought against him by this defendant his lessor And this defendant confesseth and saith that he finding that the complainant was building upon the said ground in the bill mentioned he gave notice that he would bring an action of waste for the same or to that purpose and there upon then / / indented bearing date the 14th day of February in the thirteenth year of the reign of our sovereign Lord King Charles made between the complainant and the said John Carew of the one part and this defendant of the other part renting / / that / / and as the complainant had by and with consent of the said John Carew thrown down and demolished the said part of the said brick wall and had likewise removed the house of office belonging to the said house and leased by this defendant to the said John Carew and had also encroached four foot more or less into the yard belonging to the said house or tenement / / complainant had erected a new brickwall which means the said John Carew became and liable to this defendant in an action of waste it was / / and agreed upon by the said indenture by and between the complainant and the said John Carew and this defendant and the complainant and the said John Carew did by the said indenture for them their executors administrators and assigns covenant promise and grant to and with this defendant his heirs executors administrators that the complainant his executors administrators and assigns should within three years then next ensuing throw down and remove the said wall so as aforesaid by him or / / and build and erect or cause to be erected another brickwall nine foot and a half high in the same place where the said wall set / / house of office stood in such manner and as substantially as the same about the time of the said demolishing or in default thereof that the complainant and the said John Carew should pay or cause to be paid to this defendant his heirs and assigns the sum of two hundred pounds within

one month after the expiration of the said term of three years and this defendant did by the said indenture for himself his heirs and executors administrators covenant promise and grant to and with the complainant and the said John Carew their executors administrators and assigns that this defendant his heirs and assigns should not trouble or molest the complainant and the said John Carew their executors administrators and assigns for and by reason of the said action of waste the complainant and the said John Carew their executors and administrators for or by reason of the said encroachment or waste the complainant and the said John Carew their executors administrators and assigns performing and keeping all the said covenants on their parts to be performed and kept as in and by one part of the said deed of agreement indented under the hand and seal of the complainant and the said John Carew /. . . . / the said deed of agreement being interchangeably subscribed sealed and /. . . . / by the complainant and the said John Carew and this defendant And this defendant saith that there was no other agreement by or between the said John Carew and the complainant or either of them and this defendant as this defendant hath before set forth And this defendant confesseth that if the complainant do throw down the said wall so by him built and do build another brick wall and a new house of office according to the said agreement and by the time limited by the said agreement but not otherwise the complainant ought to be indemnified against the said penalty But this defendant denyeth that by the said agreement or by any agreement made with this defendant the complainant ought to be indemnified from holding the said lease in the bill mentioned to be made by the said John Carew and the complainant for any longer than the time limited by the said deed of agreement for the pulling down of the said wall so built by the complainant building another brick wall and a new house of office or any other time this defendant not being concerned in or touching the said lease any otherwise

as is before mentioned in the said deed of agreement touching the complainant pulling down the said wall and building another brickwall and a new house of office in manner and by the time mentioned in the said deed of agreement And this defendant saith that he knoweth not that the said John Carew hath since the time of his lease made to the complainant of the said wall and ground or all assigned the house and garden to which the same adjoined and do belong or all or any part of his term therein to Mr Walker and this defendant denyeth any combination contrivance or agreement between the said John Carew and William Walker or either of them and this defendant to menace the complainant or to submit him to the penalty or payment of the said two hundred pounds to this defendant or his heirs or of holding the demised premises for the term first agreed upon by the complainant and the said John Carew But saith that as touching any agreement or lease for touching the premises made by or between the said John Carew and the complainant he is not at all concerned or ought to be prejudiced and if the said Mr Carew /. / not supportary lease which he hath made to the complainant or any agreement which he hath made with him of or touching the premises the complainant and ought to apply himself to the said John Carew only for his reparation therein And this defendant saith he knoweth nothing of the pretences in the bill set forth to be made by the said Mr Walker that in his purchase of the assignment in the bill set forth to be made to him he had respect to the four pounds per annum rent to continue for the term of one and twenty years neither doth this defendant know that the said Mr Walker will not permit the complainant to throw down the wall and to erect a new house of office /. / that if the /. / bring his action of trespass against him or will sue him for the rent Neither doth this defendant conceive that he is concerned therein the said William Walker not being entitled to the premises nor having any assignment thereof or any

lease thereof nor any part thereof by any act or consent of this defendant
 And this defendant saith he never consented to the assignment in the bill
 mentioned to be made by the said John Carew to the said William Walker nor
 did he ever accept the said William Walker his tenant to the premises or
 any part of thereof and if the said John Carew hath made any assignment of
 the said lease made by this defendant unto him or of the premises or any
 part thereof to the said William Walker whereby he hath disabled himself to
 suffer the complainant to throw down the said wall and build a new house of
 office by the time limited by the said deed of agreement the complainant is
 and ought to apply himself to the said John Carew for recompense for any
 loss or damage which he shall sustain by means thereof And this defendant
 confesseth that he doth give out (but not threaten) that if the complainant
 do not throw down the said wall and erect another and a new house of office
 by the time limited by the said deed of agreement that he will take advantage
 of the forfeiture of the said penalty and saith that he hath reason so to do
 for that the said time given by this defendant for the doing thereof was
 / ink smudged line obscured / consideration paid him and also for that
 this defendant did the last time desireth that the complainant would pull
 down the said wall and build a new house of office whilst the summer season
 lasted for that the winter season be no fit time for the doing of it sub-
 stantially or to that /. / And this defendant confesseth that he
 doth say that the winter is not a fit season of the year to demolish and
 new build and confesseth that he did send a letter to the complainant
 /. eth / to him as the /. / that he did mind to take advantage
 of the said penalty if things were not performed according to the aforesaid
 deed of agreement or to some such purpose but that in the said letter or
 any letter he did write that whether the complainant did demolish and new
 build or not he would take advantage of the said forfeiture this defendant

believeth not /. . . . / therein referreth himself to the said letter
 the same being as this defendant conceiveth it appeareth by the bill in
 the complainants custody but saith that if the complainant shall pull down
 and the said /. . . . / and substantially new build as /. /
 and house of office in manner and by the time limited by the said agreement
 this defendant doth not intend to take advantage of the said forfeiture
 And this defendant saith that the complainant hath but till the fourth day
 of February next to demolish and rebuild by the said agreement And this
 defendant denyeth all combination and confederacy laid to his charge /. . . . /
 by the said bill And /. . . . / and saith without that that any other
 matter or thing /. . . . / bill of complaint /. . . . / material or
 effectual for this defendant to make answer unto and not herein and hereby
 by him /. . . . / by answer and unto confessed and avoided /. . . . ed /
 or denied in /. . . . / and the knowledge of this defendant All which
 matter or thing this defendant is and /. . . . / be /. /
 certain and proove as this honourable court shall award and humbly prayeth
 to be hence dismissed with his reasonable costs and charges /. /
 sustained.

C33/244/214

Reeve v. Lisle

6 Feb 1674/5

Richard Reeve and Anne his wife Pltf

Thomas Lisle

Deft

It is this day ordered by and with the consent of the said plaintiff and defendant and their clerks in court that the Rolls do forthwith pass in this cause to the end this cause may be speedily heard and determined.

C33/244/260 & 260v

11 Feb 1674/5

Richard Reeve and Anne his wife administrators Horatio Moore

Thomas Lisle and George Perrier Horatio Moore and Frances Moore for
Guardians Defendants

Upon the hearing of the debating of the matter in question between the said parties this present day in the presence of the council learned on both sides the substance of the defendants and plaintiffs bill appeared to be to have an agreement made between the plaintiffs and the defendants on behalf of the defendants infants performed in Perrier and that the said plaintiff Richard may enjoy the premises in question after the death of the said Anne his wife till he shall have £500 paid out by him about the premises and interest at 6 per cent per annum after his wifes death till his principal sum of £500 and such interest be paid by /. . . . / of the receipts shall be raised out of the said premises and the plaintiffs by this bill set forth that William Newton Esq by indenture dated the ninth December 15 Car I did demise unto Sir David Cunningham for much of a field called Ficketts Field extending from a field called Purse Field west unto Lincolns Inn Walks east as doth contain in length three hundred and sixty foot of assize and in breadth from the north part of a field Cup Field southward unto Ficketts Field aforesaid one hundred foot together with such licence to build on the

same as was in any wise granted to him by one licence under the Great Seal of England of the 1st of the same month of December in the same year to hold the same premises unto the said Sir David Cunningham his executors administrators and assigns from the feast of All Saints the last past for the term of ninety seven years under a yearly rent of a pepper corn and that the said Sir David Cunningham by his indenture dated 22 Feb 1654 made between him and one Anne Tyler (Tiler) now wife of the defendant Thomas Lisle and mother of the plaintiff Anne did grant and assign unto the said Anne Tiler (before her intermarriage with the defendant Lisle) her executors administrators and assigns all the said premises for all the remainder of the said term of ninety seven years and since Cunningham grant as aforesaid diverse buildings have been made upon the said premises and the said Anne Tiler since intermarried with the defendant Thomas Lisle who since by their indenture 13 January /. . . . / have granted and assigned unto the plaintiff Richard Reeve and the defendant George Perrier one tenement in the occupation of Sir Philip Warwick built on part of the said premises and also the moyety or half part of one great messuage or tenement or building upon other part of the premises then or late in the occupation of Sir Willian Davenant or his assigns and then used for a playhouse by the name of the Duke of Yorks playhouse and all buildings and appertinances thereunto of the term of ninety seven years upon trust that they suffer the plaintiff Anne and her assigns to receive the rents and profits of the premises to her and their proper uses during so many years of the said term as she shall happen to live and after the decease of the plaintiff Anne the said plaintiff and Perrier to permit Horatio Moore son of the plaintiff Anne to receive the profits of the premises during all the residue of the term which shall be unexpired if he shall live to attain the age of twenty one years but if to dye before then to permit Frances Moore daughter of the said Horatio Moore deceased her executors and assigns to take the profits during all the residue of the said term of ninety

seven years and which the said trustees should disburse in reference to their trust the same to be deduced out of the profits and besides the trustees to be liable to no waste but wilful only and that since the trust reposes in the plaintiff Richard and the defendant Perrier the plaintiff Richard is married to the said Anne and that part of the premises called the Dukes playhouse is become void and the players gone from the same for that the premises must be disposed of to some other use but before the same can be done the premises must be repaired in some parts and new built in other parts and the plaintiff Richard and his wife having the present state herein and but for her life which is uncertain it is not reasonable for them to lay out moneys to repair and new build the premises in part for other use when the defendants well know their state therein to be not greater then before mentioned and to repair or rebuild the premises to make the same fit for a tennis court as formerly will cost a great sum of money to do it which if it be done it will after the decease of the plaintiff Anne prove very advantageous and beneficial to those defendants that shall be concerned herein upon due consideration whereof the defendants Horatio Moore and Frances Moore agreed with the plaintiffs the 27 March last for the melioration and improvement of the premises that the plaintiffs should lay out the sum of £500 towards repairs and new building the premises and make the same fit for a tennis court and the plaintiff Richard Reeve not to have any interest for his money during for as long time as the said plaintiff Anne should live and that in consideration thereof it should be lawful for the plaintiff Richard Reeve his executors administrators from and immediately after the death of his said wife as aforesaid to receive and enjoy to his and their proper use and uses the profits of the premises till the principal sum of £500 laid out as aforesaid be repaid to the plaintiff Richard his executors and administrators with interest at six per cent as aforesaid and in pursuance of this

agreement the said plaintiff Richard Reeve hath expended in and about the premises in repairing part and in rebuilding other part and making the same fit for a tennis court the said £500 and more and that now the defendants seeing it done for the best advantage the plaintiff Richard hath layed his money upon trust of their performance of the agreement (which otherwise he would not have done pretend a dislike thereto and threaten to avoid the agreement therefore to be relieved in all and singular the premises is the end of the plaintiffs suit And the plaintiffs counsel insisted that it appeared in the proofs of in this cause that the plaintiff Richard hath expended £500 and more about the premises according to the agreement whereunto the counsel for the defendants insisted that all the said defendants having answered the bill do confess the said agreement and believe it to be very advantageous to those that are and shall be concerned in the premises after the death of the said Anne the plaintiffs wife and are satisfied that the said £500 hath been paid out as aforesaid and submit to do therein as the court shall direct This court thereupon and upon debate of the matter and reading the proofs taken in this cause and hearing of what could be alleged on all sides is well satisfied that the said agreement is and will be very advantageous to the defendants who are to succeed the plaintiff Anne after her death and after the £500 and interest satisfied as aforesaid and doth therefore think fit and for Order and Decree that the said agreement dated 27 March last past do stand ratified and confirmed by order authority and decree of this court to be observed and performed by all parties to all interests and purposes therein expressed and that the said plaintiff Richard Reeve his executors and administrators do after the death of the said plaintiff Anne receive issues and profits of the said premises until the said £500 laid out as aforesaid be paid and satisfied with the interest thereof after the rate of six per cent from the death of his wife the plaintiff Anne.

C10/237/65

Lisle v. Moore

10 Nov 1689

Complaint

To the Right Honourable the Lords Commissioners for the custody of
the Great Seal of England

Humbly complaining sheweth to your Lordships your daily orators and
oratrixes Anne Lisle widow Richard Reeve Esq and Anne his wife and Thomas
Reeve an infant son of the said Richard Reeve Esq his father and prochein
amy that William Newton heretofore of Biddenham in the county of Bedford
Esq long since deceased being seized of a good estate of inheritance in
fee simple of and in a certain field in the parish of St Clement Danes in
the county of Middlesex commonly called Ficketts Field by indenture bearing
date on or about the nineteenth day of December in the year of our Lord
Christ one thousand six hundred and thirty-nine did for and in consideration
of the sum of one thousand pounds of lawful money of England therein mentioned
to be paid by Sir David Cunningham of the city of London Knight and Baronet
demise grant bargain sell and farm let unto the said Sir David Cunningham
his executors administrators and assigns all that and so much of the field
called Ficketts Field extending from a field called Purse Field west unto
or to Lincolns Inn Wall east as did contain in length three hundred and three
score foot of assize or thereabouts and in breadth all along from the north
part of a field called Cup Field southwards into Ficketts Field as aforesaid
one hundred foot or more thereabouts together with such licence liberty
privilege and authority to build upon the said premises as was in any wise
granted or authorised unto the said William Newton by virtue of one licence
grant under the Great Seal of England bearing date the fifth day in the
month of December made by the Kings Majesty to have hold and enjoy so much
of the said field called Ficketts Field as was therein and is herein before

mentioned to be demised premises with their and every of their appertinances unto the said Sir David Cunningham his executors administrators and assigns from the first day of All Saints last past before the date thereof for and during and unto the full end and term of four score and seventeen years from thence next ensuing and fully to be complete and ended at and under the yearly rent of one pepper corn payable at the Feast of St Michael the Archangel if it should be lawfully demanded and the said William Newton did thereby covenant promise grant and agree to with the said Sir David Cunningham his executors administrators and assigns that he the said William Newton then was and stood lawfully seized or possessed of so much of the said Ficketts Field as aforesaid and of all other the mentioned to be demised premises their and every of their appertinances of and in good sure perfect lawful and indefeasable estate of inheritance in the law in fee simple or at the leastwise for a larger and longer term than is thereby granted and that there was not any reversion or remainder of the same or any part thereof in the Kings Majesty nor any manner of condition or conditions use or uses or limitation or any other matter or thing to change alter or determine the same further that he the said William Newton had full power lawful authority right and interest to demise grant bargain sell and farm let the before demised or mentioned to be demised premises and every part and parcel thereof unto the said Sir David Cunningham his executors administrators and assigns for and during the term and time aforesaid in manner and form aforesaid as by the said indenture ready to be produced to this honourable court may appear And your orators and oratrixes further shew that the said Sir David Cunningham being by virtue of the said recited indenture possessed of and interest in the said parcel of ground thereby to him demised or granted as aforesaid he the said Sir David Cunningham by indenture bearing date on or about the two and twentieth day of February in the year of our Lord 1654 and made or mentioned to be made between the said David Cunningham of the

one part and your oratrix Anne Lisle by the name Anne Tyler of Fetter Lane in the parish of St Dunstan in the West London widow of the other part writing the said herein before recited indenture of lease it is therein mentioned that the said Sir David Cunningham for and in consideration of the sum of six hundred and fifty pounds of lawful money of England to him in hand paid by your said oratrix Anne Lisle by the name of Anne Tyler and which was really paid hath given granted demised bargained sold assigned and set over unto your oratrix Anne Lisle by the name of Anne Tyler her executors administrators and assigns so much of the said field called Ficketts Field before mentioned extending from the aforesaid field called Purse Field west and doth contain in length two hundred and three score foot of assize and in breadth all along from the aforesaid field called Cup Field southwards into Ficketts Field aforesaid one hundred foot of assize together with all appertinances whatsoever thereunto belonging and all such licence liberty and authority to build before mentioned and all right title possession claim and demand whatsoever and all the time and term of years to come and unexpired which he the said Sir David Cunningham then had right should in any wise ought to have or claim of to or so much of the said field called Ficketts Field as aforesaid and other the premises with the appertinances and every and any part or parcel thereof by the aforesaid virtue of the said indenture of lease or any other way whatsoever to have and to hold so much of the said Ficketts Field as is before mentioned with such licence and liberty to build as aforesaid and all the estate right title interest time and term of years and all and singular other the premises with appertinances in and by the so recited indenture bargained sold and demised assigned and set over and every part and parcel thereof unto your said oratrix Anne Lisle then Anne Tyler her executors administrators and assigns from the date thereof for and during all the residue and number of years then to come and unexpired of the said term of four score and seventeen

years in and by the said indenture of lease granted in such like manner
 to all intents and purposes as the said Sir David Cunningham then had
 right or ought to have had and enjoyed the premises by force and virtue
 of the said therein recited indenture of the lease or by force and virtue
 of any lease or leases way or means whatsoever and the said Sir David
 Cunningham did thereby covenant to and with your oratrix Anne Lisle then
 Anne Tyler her executors administrators and assigns that he the said Sir
 David Cunningham was then seized or possessed of and in the said bargained
 premises which appeareth for and during all the residue of the said term of
 four score and seventeen years by the said indenture of lease demised or
 mentioned without having done any acts thing or things whatsoever to alter
 change defeat or determine the same and that it should and might be lawful
 to and for your oratrix Anne Lisle then Anne Tyler her executors admini-
 strators assigns and every of them from time to time and at all times there-
 after for and during the residue of the said term of four score and seventeen
 years then to come and unexpired or for and during the residue of any other
 term of terms of years whatsoever which he the said Sir David Cunningham
 then had or might should or might have had of in or to the said demised
 premises quietly and peaceably to have hold occupy possess and enjoy the
 said premises with their appertinances and every part and parcel thereof
 without any lawful let suit trouble /. / molestation claim or
 interruption of or by the said Sir David Cunningham his executors admini-
 strators or assigns or any of them or any other person or persons whatsoever
 lawfully claiming by from or under his their or any of their estate right
 title act means consent or /. / or of or by any other person or
 persons whatsoever and that free and clear and freely and clearly and
 /. / acquitted exonerated and discharged or well and sufficiently
 saved and kept harmless of and in duration by the said Sir David Cunningham

his heirs executors and administrators or some of them and from all manner of former and other bargains sales gifts grants leases mortgages debts upon record statutes Merchant and of the Staple recognances judgements extents executors outlaweries and of and from all other estates rights titles troublecharges burdens and incumberances whatsoever be committed or done or to be had made committed suffered or done by the said Sir David Cunningham and the said William Newton or either of their heirs or either of their heirs executors administrators assigns by any other person or persons whatsoever lawfully claimed or what should or what might lawfully claim by from or under him them or any of them or from by or with or through his their or any of their act or acts in assent or promisement or by any other person or persons whatsoever as by the last said recited indenture ready to be produced to this honourable court may more at large appear And your said orators and oratrixes further shew to your Lordships that indenture bearing date on or about the six and twentieth day of May in the year of our Lord 1655 William Newton late of Biddenham in the county of Bedford son and heir of William Newton of Biddenham aforesaid Esq deceased and Humphrey Newton of Caldwell in the said county of Bedford gent and son and heir of Humphrey Newton late of Caldwell aforesaid Esq deceased executor of the last will and testament of the said William Newton then deceased for the consideration therein mentioned did grant demise in lease quit claim and confirm unto the said Sir David Cunningham all that land so much of the said field called Ficketts Field extending from a field called Purse Field west into or towards Lincolns Inn Wall east as contained two hundred and sixty foot of assize or thereabouts and in breadth all along / / the north part of a field called Cup Field southwards into Ficketts Field aforesaid one hundred foot of assize or thereabouts and abutting east upon a piece of ground parcel the premises then lately demised by the said Sir

David Cunningham to the said William Newton /. / premises all ways passages profits commodities and appertinances thereunto belonging situate lying and being in the parish of St Giles in the Fields and St Clement Danes or one of them in the county of Middlesex together with such licence and liberty privileges and authority to build upon the said premises as was granted and authorised unto the said William Newton by virtue of a licence under the Great Seal of England bearing date on or about the fifth day of December 1639 made by the late King Charles the first and by virtue of any other grant or licence whatsoever and all and all the estate right title interest term and time inheritance property /. / claim and demand whatsoever which they the said Thomas Newton and Humphrey Newton or either of them and or might should or of right might or title whatsoever to have and to hold so much of the said field called Ficketts Field as is therein before mentioned together with such licence and liberty privilege or authority to build as aforesaid all other the premises before mentioned with the appertinances unto the said Sir David Cunningham his heirs and assigns for ever as in and by the said last mentioned indenture duly enrolled in this honourable court and ready to be produced in this honourable court as may appear And your said oratrix Anne Lisle being at about that time married to Thomas Lisle Esq /. / the said marriage was for some time concealed in regard the said Thomas Lisle was obnoxious to the powers and for that reason and because the term of years aforesaid was purchased in the name of your oratrix Anne Tyler the said Anne Lisle and your said oratrix did purchase the indenture of the said parcel of ground part of the said Ficketts Field of the said Sir David Cunningham and took the conveyance thereof in the name of Horatio Moore Esq who was then married to your oratrix Anne Lisle her only child to wit your oratrix Anne the wife of your orator Richard Reeve and your oratrix Anne Lisle and her

said husband or one of them attourned to the said grant of the /. . . . /

And your said orators and oratrixes show that by indenture bearing date on or about the fourteenth day of June in the year of our Lord 1656 the said Sir David Cunningham as well for and in consideration of a competent sum of money to him in hand paid by the said Horatio Moore and James Hooker or one of them the receipt whereof is acknowledged as also for diverse other good causes and considerations him the said Sir David Cunningham thereunto especially /./ hath granted aliened bargained and sold unto the said Horatio Moore and James Hooker their heirs and assigns forever all that and so much of the said field called Ficketts Field aforesaid as is hereunto set forth to contain in length two hundred and sixty foot of assize or thereabouts and in breadth one hundred foot of assize or thereabouts with the appertinances together with the aforesaid licence and liberty privilege and authority to build upon which indenture is a memorandum endorsed that your said oratrix Anne Lisle by the name of Anne Tyler did agree to the said grant bargain and sale and did attourn testament to the said Horatio Moore and James Hooker as in and by the last mentioned indenture and endorsement ready to be produced to this honourable court may more at large appear

And your said orator and oratrixes further show that by another indenture bearing date on or about the said fourteenth day of June in the year of our Lord 1656 the said Sir David Cunningham for and in consideration of the sum of one hundred and twenty pounds therein mentioned to be to him in hand paid by the said Horatio Moore the said Sir David Cunningham did grant bargain sell alien and confirm unto the said Horatio Moore his heirs and assigns one full moiety or half part of a piece or parcel of ground being part and parcel of ground being part and parcel of the said fields called Ficketts Field Purse Field and Cup Field or one of them adjoining on the east side to a great messuage or tenement stables and other buildings there

then or then late of Sir Basil Brookes Knight wherein Thomas Lord Brudenell inhabited or dwelt and which said piece or parcel of ground contains in breadth from west to east on the south side of the said great messuage or building seventy three foot of assize or thereabouts all along from the said great house stables and buildings by the verge or edge of the causeway leading from the New Market place towards Lincolns Inn and ranging from west to east on the north side from the front of the said great messuage towards Lincolns Inn Wall seventy three foot also of assize or thereabouts and extending in length or depth from the edge or verge of the aforesaid causeway to the front or range of the said Sir Basil Brookes house and all ways and passages then used or thereafter to be used as well on horse back as on foot and footpath /. . . . / or otherwise howsoever in by and through the said field called Ficketts Field Purse Field and Cup Field and every and any of them unto and from the said bargained premises all the estate right interests claim and demand whatsoever of him the said Sir David Cunningham of in and to the same to have and to hold the said bargained premises and every part and parcel thereof with their and every of their appertinances to the said Horatio Moore and his heirs and assigns for ever as in and by the said last mentioned indenture ready to be produced to this honourable court may more at large appear And your said orators and oratrixes further shew that by another indenture bearing date on or about the said fourteenth day of June 1656 the said Sir David Cunningham for and in consideration of the sum of one hundred and twenty pounds therein mentioned to be paid to him by James Hooker of the parish of St Clement Danes Gent did grant bargain sell alien and confirm to the said James Hooker his heirs and assigns the other full moiety or half part of the said part or parcel of ground in and by the next before recited indenture mentioned to be granted to the said Horatio Moore as in and by the said last mentioned

indenture here your orators and oratrixes the same to produce would more at large appear And your said orators and oratrixes further shew that by another indenture bearing date on or about the twenty fifth of July in the year of our Lord 1656 the said Sir David Cunningham for and in consideration of the sum of one hundred and seventy eight pounds therein mentioned to be paid to him by the said Horatio Moore did grant bargain sell alien enfeoff and confirm unto the said Horatio Moore and his heirs and assigns one full moiety or half part of another part or parcel of ground being part and parcel of a field called Ficketts Field aforesaid lieing next to the aforesaid parcel of ground there of seventy three foot or thereabouts /. . . . / and containing in breadth from thence towards Lincolns Inn Wall east five and forty foot of assize or thereabouts and in length from the north part of a field called Cup Field into Ficketts Field aforesaid southward one hundred foot of assize or thereabouts and he the said Sir David Cunningham for the consideration aforesaid did thereby grant bargain sell alien enfeoff and confirm unto the said Horatio Moore his heirs and assigns one other piece or parcel of ground parcel also of Ficketts Field aforesaid lieing adjoining to the said parcel of ground of five and forty foot and containing in breadth from thence towards Lincolns Inn Wall two and twenty foot of assize or thereabouts in length from the said north part of Cup Field into Ficketts Field aforesaid southward one hundred foot of assize or thereabouts and also all ways paths passages easements profits commodities advantages and appertinances of the said bargained premises belonging or in any wise appertaining as in and by the said last mentioned indenture ready to be produced to this honourable court may more at large appear And your said orators and oratrixes do further shew that by another indenture dated on or about the twenty fifth of July 1656 the said Sir David Cunningham for and in consideration of the sum of four score and ten pounds to him therein

mentioned to be paid to the said James Hooker did grant bargain sell alien
enfeoff and confirm unto the said James Hooker and his heirs the other
moiety or half part in the said piece or parcel of ground containing in
breadth forty five foot and in depth one hundred foot as aforesaid as in
and by the said last mentioned indenture ready also to be produced to this
honourable court may more at large appear And your said orators and oratrixes
further shew that the said Horatio Moore having married your oratrix Anne
Lisle her only child now your said oratrix Anne Reeve as aforesaid as well
the said Thomas Lisle as your said oratrix had a great confidence in the
said Horatio Moore and having the remainder of the said term of ninety seven
years of and in the said several parcels of ground vested in your said
oratrix did use the name of the said Horatio Moore and James Hooker in the
deeds of conveyance of the several reversions of the said moieties of
several parcels of ground before mentioned in trust for the said Thomas
Lisle and his heirs and therefore the said Thomas Lisle and your said
oratrix did at their or one of their proper costs and charge build and
erect or did begin to build and erect on the several parcels of ground or
some part thereof afterwards converted to a playhouse and commonly called
the Dukes Playhouse and since reconverted into a tennis court and the two
tenements adjoining on the north part and several little shops on the south
part and the said Horatio Moore did by deed dated on or about the twenty
seventh June 1657 declare that the several sums of money before mentioned
to be the consideration money by him paid for the purchase of the said
several parcels of ground as also disbursed about the buildings thereon
were the proper moneys of him the said Thomas Lisle and that the name of
him the said Horatio Moore was used in the several indentures before men-
tioned herein set forth wherein he is named in trust for the said Thomas
Lisle and his heirs and assigns and therefore it is further mentioned that

the said Horatio Moore did hereby demise release and forever quit claim unto the said Thomas Lisle and his heirs all estate right title interest use trust profit claim and demand whatsoever both in law and equity of in and to the said parcel of ground and tennis court and other buildings thereon erected and of in and to every part and parcel thereof as in and by the said last mentioned deed had your orators and oratrixes the same to produce would more fully and at large appear And your said orators and oratrixes further shew that by another indenture bearing date on or about the twenty eighth of March 1658 the said James Hooker for and in consideration of the sum of five hundred pounds therein mentioned to be paid unto him did grant bargain and sell unto the said Horatio Moore and his heirs and assigns all those aforesaid several parcels of ground in Ficketts Field Purse Field and Cup Field aforesaid and in every of them /. . . . /therein before set forth to be by the said Sir David Cunningham granted to the said James Hooker and his heirs and also the moiety of the tennis court and of the two houses adjoining north thereunto with their and every of their appertinances in and by the said last mentioned indenture which the same shall be produced may more at large appear And your said orators and oratrixes further shew that another indenture dated on or about the twenty ninth of April 1658 the said Horatio Moore for and in consideration or a competent sum of money therein mentioned to be paid by the said Thomas Lisle did demise grant and to farm let unto the said Thomas Lisle all that his moiety of the tenement then known or called by the name of the new tennis court situate and being in the fields commonly called Lincolns Inn Fields and built upon parcel of a certain field called Ficketts Field and adjoining westwards to the stables coach houses and building then in the possession of Thomas Lord Brudenell or his son in the said parishes of St Clement Danes and St Giles in the Fields or one of them together with his moiety of the two houses that adjoin

and lean upon the north wall of the new tennis court together with all this moiety of the ground beyond the said tennis court on the south side to have and to hold the aforesaid premises and all and singular their appertinances unto the said Thomas Lisle his executors administrators and assigns from the twenty fifth March then last past for and during and unto the full end and term of one thousand years from thence next ensuing and fully to be completed ended at the and under the yearly rent of twenty pounds quarterly as therein mentioned as in and by the said last mentioned indenture ready to be produced to this honourable court may more at large appear And your said orators and oratrixes further shew that by another indenture bearing date the twenty sixth February 1657 and duly enrolled in this honourable court it is mentioned that Sir William Cooper of Ratling Court in the county of Kent Knight and Baronet James Cooper of Lincolns Inn in the county of Middlesex Esq Robert Henley of the Middle Temple London Esq and William Cooper of Hertford in the county of Hertford Gent for the consideration therein mentioned did grant bargain sell enfeof and confirm unto the said Horatio Moore and his heirs and assigns all that part of Cop Field also Cup Field in the parish of St Giles in the Fields and St Clement Danes or one of them in the said county of Middlesex beginning or extending on the west part from the outermost eastern post of the rails before the brick house then or then late belonging unto or then or then late in the tenure occupation or possession of the Lord Brudenell standing at the west end of the southern long row or range of buildings in the fields called Lincolns Inn Fields and from them in front extending seventy two foot of assize straight on eastwards from the said post of the said rails towards Lincolns Inn Aforesaid and from the said front running southward hence unto the said field called Ficketts Field containing by estimation one hundred and thirteen foot of assize or thereabouts north and south by

the same more or less and all ways paths passages liberties privileges easements and appertinances whatsoever to the said parcel of ground belonging or appertaining as in and by the said last mentioned indenture ready to be produced to this honourable court may more at large appear And your said orators and oratrixes do further shew that the said last mentioned indenture was made to the said Horatio Moore and his heirs and his name used in trust for the said Thomas Lisle and his heirs and that the said Thomas Lisle did at his own cost and charges build and erect on part of the said ground a messuage or tenement with the appertinances now in the occupation of Sir Edward Abney Knight or his assigns And your orators and oratrixes do further shew that your said oratrix Anne Lisle by virtue of the lease herein before set forth to be made to the said Sir David Cunningham and the assignment herein set forth to be by him to your said oratrix Anne Lisle and your said oratrix the marriage with the said Thomas Lisle the said Thomas Lisle and your said oratrix thence his wife became possessed of and interested in so much of the messuage or tenement with the appertinances heretofore in the occupation of Sir William Warwick or his assigns and now of the said Sir Edward Abney or his assigns as is standing and being in the field heretofore called Ficketts Field and of the messuage or building called the Dukes Playhouse and the two tenements adjoining north thereunto for the remainder of the said term of ninety-seven years and being thereof so possessed of the said Thomas Lisle and your said oratrix Anne his wife by indenture bearing date on or about the thirteenth June in the twentieth year of the reign of his late Majesty King Charles II for the consideration therein mentioned did grant bargain sell alien and set over unto your said orator Richard Reeve and George Perrier of London scrivener since died one messuage or tenement with appertinances erected and built in and upon part of the said demised premises and there or then

late in the possession or occupation of Sir Philip Warwick Kt or his assigns and now of the said Sir Edward Abney or his assigns and also the moiety or half part of one great messuage tenement or building built upon other part of the ground and then or late in the occupation of Sir William Davenant Kt his executors administrators or assigns and then used for a playhouse and commonly called the Dukes Playhouse which house premises /. . . . / buildings yards courts lights easements watercourse profits commodities emoluments and appertinances whatsoever to the said messuage tenement and or playhouse belonging or in any wise appertaining or therewith used demised occupied or enjoyed as thereunto belonging and all estate right title interest possession reversion term and terms of years to come claim and demand whatsoever of then the said Thomas Lisle and your oratrix Anne Lisle his wife or either of them in to and out of the said premises thereby mentioned or intended to be granted sold and assigned and of into and out of every part and parcel thereof by force or means of the said several recited indentures or either of them or otherwise howsoever together with the same indenture all rents issue and profits reserved due payable for and upon the said thereby assigned premises or any part or parcel thereof to have and to hold the said premises thereby granted or assigned or grant or intended to be thereby granted assigned unto your orator Richard Reeve and from thence forth for and during all the rest and residue then to come and unexpired of the said term of four score and seventeen years in and by the said first recited indenture mentioned to be granted as apply to all intents and purposes as they the said Thomas Lisle and your oratrix Anne his wife their executors administrators either or any of them might or could have hold and enjoyed the premises if the said last mentioned indenture had not been upon trust and consideration nevertheless in your orator Richard Reeve and the said George Perrier their executors and administrators reposed that they and

every of them should and would quit and suffer Anne Moore of London widow relict and administrator of the goods and chattels of the said Horatio Moore deceased (now your oratrix Anne Reeve) and daughter of your said oratrix Anne Lisle and her assigns to receive and take the rents issues and profits of all and singular the premises to her and their own proper use and uses for /. . . . / many years of the term of four score and seventeen years as she should happen to live so as she and they did should from time to time during so long time and so many /. . . . / years as she should happen to live maintain and keep the said premises and any part thereof in good and sufficient reparation and upon this further trust and confidence that from and after the death of the said Anne Moore (now your said oratrix Anne Reeve) and they your said orator Richard Reeve and the said George Perrier their executors and administrators should permit and suffer Horatio Moore son of the said Anne Moore (now your oratrix Anne Reeve) peaceably and quietly to receive take and enjoy the rents issues and profits of all and singular the premises for and during the rest and residue of the said term of four score and seventeen years which should be then to come and unexpired if he the said Horatio Moore the son should live till he should attain his age of twenty one years as in and by the said last mentioned indenture ready to be produced to this honourable court may more at large appear And your said orators and oratrixes further shew that by another indenture bearing date on or about the thirtieth May 1658 the said Horatio Moore the father for and in consideration of five shillings of lawful money of England by William Justice of the Strand in the county of Middlesex Gent trustee by the nomination of the said Horatio Moore the father and James Hooker to the said Horatio Moore the father and James Hooker to the said Horatio Moore the father in hand paid and for receiving the payment of £470 principal money with interest for the same to the said James Hooker in such

sort as by the indenture of articles bearing date with the said indenture and made between the said Horatio Moore the father and James Hooker was appointed and for performance of the other covenants and assignments contained and comprised in the said indenture of articles which on the part of the said Horatio the father were to be performed did demise bargain sell grant and to farm let unto the said William Justice all that parcel of ground lying and being in Ficketts Field Pursefield and Cup Field or in some or one of them and in the parishes of St Giles in the Fields and St Clement Danes or one of them in the county aforesaid and extending in length from the rails before the house in which the Lord Brudenell or his son then dwelt west unto or towards Lincolns Inn Wall east twenty four foot of assize or thereabouts and in depth or breadth from the aforesaid twenty four foot northwards one hundred and thirteen foot southwards into Ficketts Field aforesaid together with the dwelling house then erecting or to be erected upon the said piece of ground of twenty four foot and also all that the moiety or half part of one other parcel of ground of him the said Horatio the father lying and being in Ficketts Field Cup Field and Purse Field aforesaid or in some or one of them in the parishes aforesaid or one of them in the county of Middlesex together with his moiety or half part of the premises thereon erected and the moiety or half part of the two little houses thereto adjoining northward which said parcel of ground moiety of the said tennis court and the moiety of the said two little houses were by indenture of bargain and sale made between the said James Hooker of the one part and the said Horatio Moore the father of the other part bearing date twenty-eighth May 1658 unto the said Horatio Moore the father and his heirs by the said James to have and to hold the said several parcels of ground with other the before mentioned to be demised premises with every part and parcel there and with their and every of their appertinances unto the said William Justice

his executors and administrators for and during and unto the full time and term of one thousand years from thence next ensuing fully to be completed ended at and under the yearly rent of one pepper corn and in trust notwithstanding for the benefit of the said James Hooker and his executors and for the performance of the payment clauses covenants and agreements mentioned and contained in the articles of agreement indented specified which on the behalf of the said Horatio the father and James Hooker ought to be made observed performed fulfilled and kept and to no other use intent or purpose whatsoever a proviso that if the said Horatio the father his heirs executors administrators and assigns or any of them should from time to time at all times then after well and truly observe perform fulfil and keep all and singular payments covenants clauses and agreements mentioned and contained in the said articles of agreement indented which on his part were and ought to be made and performed the said lease and the estates thereby demised and granted to be void and it is thereby further agreed by the parties to the said indenture that if it should and might be lawful to and for the said Horatio Moore the father and his heirs and assigns to hold and enjoy the possession of all and singular the thereby mentioned to be demised premises and to receive the rents issues and profits thereof to his and their own uses until such time as the said Horatio the father and his heirs executors and administrators or some one of them should make default in performance of the payments clauses covenants and agreements mentioned and contained in the said indenture of articles or in some part thereof and the said Horatio the father in consideration of the premises for himself and his heirs executors and administrators did by the said indenture covenant to and with the said William Justice his executors and administrators that if he the said Horatio the father / / and truly and keep all the payments and clauses in the said articles comprised

and every part thereof which on his and their part were like made observed and kept that they and immediately after the/. . . . /or not performing of any the aforesaid payments promises clauses covenants and agreements which on the part of the said Horatio Moore the father his executors and administrators were to be kept and performed it should and might be lawful to and for the said William Justice his executors and administrators to /. . . . / the demised premises and every part thereof and the rents issues and profits thereof to take and receive during the then residue of the said term of one thousand years in trust for the benefit of the said James Hooker his executors and administrators and that the said William Justice his executors and administrators should from thenceforth quietly and peaceably have hold and enjoy all and singular the demised premises free clear and freely and clearly exonerated acquitted and discharged or otherwise by the said Horatio Moore the father his heirs executors or administrators well and sufficiently saved and kept of harmless of and for all manner of forms settlements conveyances grants leases titles charges and incumberances whatsoever had made committed suffered or done by the said Horatio Moore the father his heirs or assigns or by any other person or persons lawfully claiming by or under him them or any of them as in and by the said last mentioned indenture ready to be produced to this honourable court may more at large appear And your said orators and oratrixes further shew that by another indenture bearing date on or about the seventh June 1659 reciting the indenture last before mentioned of the 28 August 1657 and that the said Horatio Moore the father for receiving/securing four hundred pounds before mentioned to be the consideration of Hookers conveyance to the said Horatio Moore the father pursuant to certain articles dated thirtieth May 1658 had demised to William Justice his executors and assigns all the said premises by the name of all that parcel of ground in Ficketts

Field Cup Field and Purse Field extending in length from the rails before the Lord Brudenells house west toward Lincolns Inn Wall four and twenty foot and in depth one hundred and thirteen foot with the dwelling house erected thereon and the half part of another parcel of ground in the same field and of the tennis court and of two houses adjoining to it and that the said Horatio Moore the father having been bound with the said James Hooker for the debt of John Hooker his father in law had be agreement covenanted to allow the said Horatio Moore the father what he should pay there upon that amount of the four hundred and seventy pounds and that upon an account stated between the said James Hooker and Richard Moore the said Horatios father there appeared due to the said James Hooker four hundred pounds thereof by the said Richard Moore had agreed with Justice in assigning the term to the said Richard Moore and accordingly it is mentioned that for and in consideration of four hundred pounds therein mentioned to be paid by the said Richard Moore to the said James Hooker he the said Justice by the consent of the said James Hooker did bargain sell assign and set over the last mentioned premises and all his estate term and interest therein and thereunto the said Richard Moore his executors administrators and assigns as in and by the said last mentioned indenture ready to be produced to this honourable court may more at large appear And your said orators and oratrixes further shew that the said Richard Moore made his last will and testament in writing bearing date on or about 10 October 1662 and thereby amongst other things gave and bequeathed in those words following item I give and bequeath unto my good daughter in law Mistress Anne Moore (being your said oratrix Anne Reeve) the messuage or tenement with the appertinances now in her tenure or occupation situate and being in Henley Row in or near Lincolns Inn Fields in the county of Middlesex and all that moiety or half part of the tennis court with the appertinances situate on the back side of the said

messuage or tenement which premises I hold by virtue of an assignment
 of a lease on one thousand years theretofore made hereto for my late son
 Horatio Moore deceased assigned to me by William Justice and James Hooker
 to hold and the said Anne until my said grandchild Horatio shall attain
 his age of one and twenty years or in the case of his decease before that
 time and until my said grand child Frances shall attain her age of twenty
 one years so as the said Anne do so long live and do keep the premises in
 well and sufficiently repaired in the meantime and from time to time within
 six months after warning to be given for repairing thereof by those to whom
 the next /. . . . / of the premises shall belong yet my will and mind is
 that if both my said grand children shall happen to die before they shall
 attain their several ages of twenty one then my executors or the survivor
 of them shall assign over the lease aforesaid of one thousand years and all
 their interest estate term of years therein to my said daughter in law to
 whom in such case I give the said four hundred pounds that I disbursed for
 the same and in case there be one of my said grand children living my will
 is that my said daughter in law shall pay unto him or her so living only
 two hundred of the said four hundred pounds at his or her age of twenty one
 and the other two hundred pounds I then give and bequeath to my said daughter
 in law and my will and mind is that my said daughter shall not pay to my
 executors any interest for the forebearance of the four hundred pounds I
 disbursed for the assignment of the lease but that twenty pounds for the
 interest thereof shall be accompted as part of the allowances which I here-
 after make to my said daughter in law for and towards the maintainance and
 education of my said grand children during their minorities respectively
 and in another part of the said will are contained these words and after my
 said grand child Horatio Moore shall have attained his age of twenty one
 years or in the case he die before and the said Frances my grand child shall
 him survive my will is and I hereby enjoin him and her as either of them a

blessing from God to allow and pay truly to his or her mother Anne Moore
 aforesaid and I do hereby give unto her to be performed by and out of my
 estate forty pounds yearly by four equal quarterly payments during the
 time of her natural life and the said Richard Moore made and ordained your
 orator Richard Reeve and the said George Perrier of his said will executors
 and shortly after the said Richard Moore died after whose decease the said
 George Perrier refused to take upon him the said executorship and your said
 orator Richard Reeve proved the said will and took upon himself the burden
 and execution thereof as by probate of the said will ready to be produced
 to this honourable court may more at large appear And your said orators and
 oratrixes further shew that the said Thomas Lisle being seized of or inter-
 ested in reversion and inheritance of and in the moiety of the said tennis
 court and the premises and of several other houses in Lincolns Inn Fields
 aforesaid the name of the said Horatio Moore being used only in trust for
 him therein as well as in other estates which he purchased he the said
 Thomas Lisle by two several indentures the one of lease and the other of
 release and confirmation bearing date 3 and 4 August in the twenty-ninth
 year of the reign of his late majesty King Charles II and hath conveyed and
 assured unto Francis Tilney Esq and your orator Richard Reeve and their
 heirs and assigns all that the moiety of the tennis court in Lincolns Inn
 Fields and the moiety of all the messuages or tenements edifices and build-
 ings thereunto then in the occupation of the said Thomas Lisle and your
 orator Richard Reeve their assigns and undertenants and all other his free-
 hold messuage lands tenements and hereditaments whatsoever in Lincolns Inn
 Fields aforesaid in the use of the said Thomas Lisle for his life without
 impeachment of or any other manner of waste and from and after his decease
 to the use of your said oratrix Anne Lisle upon his wife for her life and
 from and after their death so to the use of Richard Reeve and your said

orator Thomas Reeve son of the said Richard Reeve and of their heirs and assigns forever to hold as tenants in union by equal moieties and not as joint tenants as in and by the said indenture of lease and release ready to be produced to this honourable court may appear And your orators and oratrixes further shew that by decree made in this honourable court in Hilary Term which was in the 27th year of the reign of his late majesty King Charles II wherein orator and oratrix Richard Reeve and Anne his wife were petitioners against Thomas Lisle George Perrier the said Horatio Moore the son and Frances Moore defendants and agreement made between the said Thomas Lisle on the part of the said Horatio Moore and Frances Moore the infants and your orator Richard Reeve whereby in consideration of five hundred pounds to be laid out by your orator in melioration of some part and now building other part of the said tennis court and houses thereunto adjoining it was agreed that your orator Richard Reeve should after the death of his wife out of the first rents and profits which should thereafter become due out of the premises therein mentioned receive the sum of five hundred pounds and interest from the death of your orators said wife was adjudged and decreed it then appearing to this honourable court relation hereunto being had may appear by virtue of which said several deeds and conveyances or some of them your said orators and oratrixes are advised that your said orator and oratrix Richard Reeve and Anne his wife are well intitled to hold and enjoy one moiety or half part of the said messuages or tenements called the tennis court and of the two houses thereunto adjoining on the north side thereof and of the several shops on the south side thereof and so much of the said messuage or tenement now in the occupation of the said Sir Edward Abney as is built or erected on Ficketts Field together with the yard stables and coach house thereto belonging for and during so many years of the said term of ninety-seven years as the said

Anne Reeve shall live and as to the dower of your said oratrix Anne Reeve in the residue of the said last mentioned messuage and or tenement your orator and oratrix Richard and Anne are intituled to a third part thereof and by the virtue of the said decree your said orator Richard Reeve his executors administrators and assigns are well intituled to receive out of the rents and profits of the said last mentioned moiety of the said premises the sum of five hundred pounds and afterwards the same moiety will as your said orators and oratrices are advised come unto the said Horatio Moore son of your said oratrix Anne Reeve by the said Horatio Moore the father and as the other moiety of the said messuages or tenements called the tennis court with the two houses and shops thereto adjoining and of the messuage or tenement now in the occupation of the said Sir Edward Abney your said oratrix Anne Lisle is advised that the same doth belong to her as aforesaid and the reversion and inheritance of the said last mentioned moiety as your said orator Thomas Reeve is advised or the trust thereof doth belong or appertain unto him and his heirs and that the said Horatio Moore the son ought to convey the same accordingly the estate in law being as your orator Thomas Reeve is advised vested in him the said Horatio Moore the son as heir to his father but now so it is may it please your lordships that the said Horatio Moore the son and Anne his wife or one of them having got in their custody the said deed of declaration of trust and the / / made by the said Horatio Moore the father and combining and confederating together with diverse other persons unknown to your orators and oratrices (who when discovered your said orators and oratrices do pray may be made parties hereunto / / with apt words to charge them) how to defeat and deprive your said orators and oratrices of their said several terms and estates of and in the said premises do give out and pretend that the said oratrix Anne Lisle then Anne Tyler her name used in the said assignment

made by the said Sir David Cunningham to her for the remainder of the said term of ninety-seven years was in trust for the said Sir David Cunningham and to wait and attend upon the inheritance of the said premises and that the said Horatio Moore the father having purchased of Sir David Cunningham several parcels of ground in the said assignment contained and the said James Hooker having also purchased several other parcels of ground parcel thereof and that the said Horatio Moore the father and James Hooker having on the said parcels of ground built and erected the said capital messuage called the tennis court and the two tenements adjoining thereunto and that the said James Hooker having also conveyed all his parcels of ground pretended to be purchased as aforesaid together with the moiety of the said tennis court and the two little tenements adjoining to the said Horatio Moore the father and his heirs all which premises did as the said Horatio Moore the son pretends by the death of his said father which happened many years since deceased upon and ought to come unto him the said Horatio Moore the son and his heirs and assigns and to be accordingly held and enjoyed and the rents and profits thereof received by your said oratrix Anne Lisle and the said Thomas Lisle her late husband your said orator and oratrix Richard Reeve and Anne his wife ever since the death of the said Horatio Moore the father ought to be accompted for and paid to him the said Horatio Moore the son and the said several interests and estates of your said orators and oratrixes to be assigned and conveyed to him the said Horatio Moore the son or such other person or persons as he should nominate in trust for him whereas the said confederates or some of them do verily know or have heard and do believe that the said assignment so made to your said oratrix Anne Lisle by the name of Anne Tyler by the said Sir David Cunningham for the remainder of the said term of ninety-seven years was made bona fide and for a valuable consideration paid and satisfied by your

said oratrix Anne Lisle or the said Thomas Lisle her late husband that the name of Horatio Moore the father used in several conveyances herein before set forth to be to him as well by the said Sir David Cunningham as the said James Hooker was so intended by the appointment and in trust for the said Thomas Lisle for that as the said confederates do also very well know or have heard and do believe the said Horatio Moore the father did not pay any of the sums mentioned to be considerations in the said indentures or conveyances or any of them nor was in any condition or of ability to pay the same having not any estate to raise the same and being married to your said oratrix Anne Reeve without the knowledge of his said father Richard Moore he the said Richard Moore refused to give unto or settle any estate on the said Horatio Moore the father and for his and his wifes subsistence allowed him only sixty pounds per annum and the said confederates do also very well know or have heard and do believe that the said tennis court and the tenements thereto adjoining on the north side thereof as also the messuage or tenements coach house and stable with the appertinances now in the occupation of the said Sir Edward Abney were built erected at the proper costs and charges of the Thomas Lisle and your said oratrix Anne Lisle or one of them and that the said tennis court and the two little houses and the shops adjoining were in part rebuilt or in other part repaired at the equal costs and charges of the said Thomas Lisle and your said orator Richard Reeve and therefore ought to be held and enjoyed by your said orators and oratrixes respectively and benefit to be had there out according to their several and respective claims herein before set forth and the said Horatio Moore the son and Anne his wife ought to convey the reversion and the inheritance of the said moiety of the said tennis court and of all the messuages or tenements edifices and buildings thereunto belonging and all other the freehold messuages lands tenements and hereditaments whatsoever in Lincolns Inn Fields aforesaid whereof and

wherein the name of the said Horatio Moore the father was used in the conveyances thereof in trust for the said Thomas Lisle and his heirs to such and the same uses as are limited expressed and declared in the indenture of release of the 4 August in the nine and twentieth year of the reign of his late majesty King Charles II herein before set forth to be made and executed by the said Thomas Lisle to the said Francis Tilney your said orator Richard Reeve and their heirs or as near as these same can now be he the said Thomas Lisle and your said orator Richard Reeve his son Richard being since dead in last the said declaration of trust and release made by the said Horatio the father to the said Thomas Lisle be lost and cannot be had but the said Horatio Moore the son and Anne his wife or some others of the said confederation as the said Horatio Moore the son and Anne his wife do very well know believe or have heard having gotten into their some or one of their custodies the said deed of declaration of trust and release made by the said Horatio Moore the father to the said Thomas Lisle and also divers other deed evidences and writings papers and assignments relating to the title of the said tennis court and premises or some part thereof and of and concerning the building and erecting thereof do conceal the same from your orators and oratrixes and have or some other person or persons by or with their or some or one of their privy consent have concealed defaced obliterated and destroyed them or some of them and having contrived divers secret and fraudulent estates of and in the said premises to and amongst themselves do utterly refuse to discover and shew forth the said deed of declaration of release any other deed or evidence that will demonstrate the said trust reposed in the said Horatio Moore the father by the said Thomas Lisle of and concerning the said tennis court and premises or any papers and accounts that will evidence that the said Thomas Lisle and your said oratrix Anne Lisle built the said tennis court and premises at their or one

of their proper costs and charges and do pretend that the said Horatio Moore the father and James Hooker built the said premises and for some time received the profits thereof though the contrary be true as herein set forth and therefore the said Horatio Moore the son doth endeavour to wrest the said premises from your said orators and oratrixes and to effect such his purpose hath exhibited his bill into this honourable court against your said orators and oratrixes whereunto your orators and oratrixes have appeared and your said orator Richard Reeve and your said oratrixes Anne his wife and Anne Lisle have put in their answers thereunto and which acting and doings of the said confederates are contrary to equity and good conscience and tend to your orators and oratrixes great prejudice in tender consideration whereof and for as much as your orators and oratrixes cannot have discovery of the premises nor compel and execution of /. . . . / trust but by the aid and assistance of this honourable court wherein matters of this nature are properly relievable and for as much as your said orators and oratrixes witnesses who can prove the truth of the said matter are dead or in parts remote or unknown to your orators and oratrixes and for that your orators and oratrixes cannot make their just defence to the said suit without answer of the said confederates to the end therefore the said Horatio Moore the son and Anne his wife and other such confederates when discovered may true and perfect answer make to all and singular the premises as fully and particularly as if the said same were herein again interrogated and repeated and may particularly set forth whether the name of the said Horatio Moore the father used in the several deeds herein set forth was used in trust for the said Thomas Lisle and his heirs and whether such deed of declaration of such trust and release as is herein before set forth was by him used /. . . . / as they or any of them know believe or have heard and whether they or any of them ever saw or were or was informed of such deed and by whom and when particularly and in

whose custody the same then was and that your said orator and oratrixes may have such relief in the premises as the nature or their case requires and to your lordships shall seem agreeable to equity and justice may it please your lordships the premises considered to grant unto your orators and oratrixes their /. / gracious writ or writ of sub poena to be directed to them the said Horatio Moore Esq and Anne his wife and the other confederates when discovered thereby commanding them and every of them at a certain day and under certain pain thereunto be personally to be and appear before your lordships in this honourable court then and there to make true and perfect answers to all and singular the premises as to your lordships shall seem meet to equity and good conscience and your orators shall pray

C10/237/65

Lisle v. Moore

Jan 1689/90

Answer

The joint and several answer of Horatio Moore Esq and Anne his wife defendants to the bill of complaint of Anne Lysle widow Richard Reeve Esq Anne and Thomas Reeve complainants

The said defendants saving and referring to themselves now and at all times and hereafter all and all manner of benefit and advantage by way of exception or otherwise to the manifold incertainties insufficiencies untruths and imperfections in the complainants said bill of complaint contained for answer thereunto these defendants say as followeth and first this defendant Horatio for himself saith he believeth that William Newton in the bill named did by such indenture and upon such considerations as in the said bill are set forth demise unto Sir David Cunningham in the bill named his executors administrators and assigns so much and such part of the field called Ficketts Field therein mentioned as doth contain three hundred and sixty foot in length and one hundred foot in breadth for the term of ninety seven years under the rent of a pepper corn and with such licence liberty and authority to build thereupon as in the bill as mentioned and for ought this defendant knoweth to the contrary there might be such covenants contained in the said indenture of lease on the part of the said William Newton as by the said bill is alleged but the same indenture being in the custody of the complainants or some or one of them as this defendant believeth this defendant for more certainty touching the same craveth liberty to refer himself thereunto And this defendant further saith that he hath heard and believeth that the said lease was defeazanced or agreed to become void upon payment of the one thousand pound consideration money therein mentioned with interest but what estate the said William Newton at such time had in the said premises or any part thereof or

what is become of such defeazance he this defendant is altogether ignorant being that but lately come of age and he and his estate and writings have been till then all his lifetime in the hands and custody of the complainants or some of them and this defendant doth also believe that after the decease of the said William Newton Humphrey Newton in the bill named who as this defendant believeth was the sole executor of the said William Newton by indenture bearing date on or about the twelfth day of August 1644 reciting that he the said (obscure) Humphrey Newton to the said Sir David Cunningham the sum of one thousand seven hundred and thirty two pounds being the payment debt of the said William Newton to the intent the said Sir David Cunningham might have and receive the best satisfaction he the said Humphrey Newton could make out of the late William Newtons estate and that he the said Humphrey Newton as executor of the last will and testament of the said William Newton had full power and authority to execute dispose of the estate of the said William Newton or to such like effect did in consideration of the sum of one thousand seven hundred and thirty two pounds demise grant bargain sell and to farm let unto the said Sir David Cunningham his executors administrators and assigns all the before mentioned parcel of ground to have hold and enjoy the same from the feast day of St John the Baptist then last past unto the full end and term of ninety seven years from thence next ensuing at under the yearly rent of a peppercorn under a proviso to be void upon payment of the said one thousand seven hundred and thirty two pounds and interest which said indenture this defendant believeth is also in the hands of the complainants or some of them whereunto this defendant likewise referreth himself And this defendant also believeth there was some contract or agreement made between the said Sir David Cunningham and Thomas Newton and Humphrey Newton in the said bill named and the heir and executor of the said William Newton that the said Sir David Cunningham should redemise or convey one

hundred foot square of the said three hundred and sixty foot in length and one hundred foot in breadth unto them the said Thomas Newton and Humphrey Newton or one of them and that in consideration thereof they the said Thomas Newton and Humphrey Newton should grant and release the inheritance and equity of redemption of the two hundred and sixty foot in length and one hundred foot in breadth residue of the said three hundred and sixty foot in length and one hundred foot in breadth unto the said Sir David Cunningham and his heirs and this defendant is rather induced to believe for that he hath in his custody a certain indenture bearing date upon or about the twenty-sixth of May 1655 mentioned to be made between the said Thomas Newton and Humphrey Newton of the one part and the said Sir David Cunningham of the other part whereby it is mentioned that the said Thomas Newton and Humphrey Newton as well for and in consideration of a certain competent sum of money to them in hand paid by the said Sir David Cunningham as for other causes and considerations them moving did grant demise release quit claim and confirm unto the said Sir David Cunningham his heirs and assigns all that and so much of Ficketts Field aforesaid as did contain in length two hundred and sixty foot or thereabouts and in breadth one hundred foot or thereabouts abutting east upon a piece of ground parcel of the said premises then lately demised by Sir David Cunningham to the said Thomas Newton or his assigns as in and by the same indenture enrolled in this honourable court as this defendant believeth whereunto for more certainty this defendant refereth himself may appear And this defendant believeth the said Sir David Cunningham having made such agreement with the said Thomas Newton and Humphrey Newton as aforesaid might execute such indenture as in the bill is set forth mentioning him to assign and make over the said lease unto the complainant Anne Lysle by the name of Anne Tyler her executors and assigns for the residue of the said term of ninety-seven years but this defendant verily

believeth that it was only intended and agreed and declared to be upon
 trust for him the said Sir David Cunningham and to attend the inheritance
 of the said premises not otherwise and if any such consideration be therein
 mentioned to have been made for the same by the complainant Anne Lisle as
 by the said bill is alleged this defendant believeth no part of the same
 was ever paid nor did he this defendant ever hear that the said assignment
 was made upon any consideration else gave by the complainants suggestion
 but this defendant saith he doth not know what is mentioned in the said in-
 denture of assignment to have been the consideration thereof or what coven-
 ants are therein contained this defendant having never seen the same to the
 best of his knowledge and doth therefore likewise crave liberty to refer
 himself thereunto And this defendant further saith that the said Sir David
 Cunningham being afterward somehow become well and lawfully (as this defen-
 dant believeth) seized in his demesne as of fee and in the said two hundred
 and sixty foot of ground in length and one hundred foot in breadth he the
 said Sir David Cunningham did as this defendant hopeth to prove for a full
 and valuable consideration sell a moiety of a parcel of ground of one hundred
 and thirty foot in length and seventy-three foot in breadth part of the said
 parcel of ground two hundred and sixty foot in length and one hundred foot
 in breadth unto Horatio Moore now deceased this defendants late father in
 the bill named and did for the consideration sell the other moiety thereof
 to James Hooker deceased in the bill likewise named and for conveying and
 assuring the said several moieties unto this defendants said late father
 and the said James Hooker and their respective heirs accordingly the said
 Sir David Cunningham did as this defendant likewise believeth and hopeth
 to prove in or about Trinity Term which was in the year of our lord 1656
 in /. . . . / levy a fine /. . . . / in the Court of Common Pleas at
 Westminster of the said seventy-three foot of land in breadth and one hundred
 and thirty foot in length with the appertinances thereby acknowledging the
 same land with the appertinances to be the right of the said Horatio Moore

this defendants late father as that which the said Horatio Moore and James Hooker in the bill also named had of the gift of the said Sir David and that he the said Sir David the same also had demised and quit claim from him the said Sir David and his heirs unto your orators said late father and the said James Hooker and the heirs of this defendants said late father forever and the said Sir David aforesaid thereby granting for him and his heirs that they would warrant to this defendants said late father and his heirs one moiety of the aforesaid land with appertainances for ever and the other moiety to the said James Hooker and his heirs for ever as by the said fine /. / remaining upon record in the said Court of Common Pleas (whereunto this defendant for more certainty therein referred himself) may appear and this defendant further saith he hath also in his custody another indenture bearing the date on or about the twenty-eighth of August 1657 mentioned to be made between the said Sir David Cunningham of the one part and your orators said late father and the said James Hooker of the other part reciting the said fine levied by the said Sir David Cunningham unto this defendants said late father and the said James Hooker as aforesaid whereby it is witnessed and the true intent and meaning of the parties to the said indenture is declared to be that the said fine should be /. / take effect and be construed and adjudged to be of the said one hundred and thirty foot of land in length and to be accopted from Purse Field in the bill mentioned west unto or towards Lincolns Inn Wall east all along by the verge of the causeway leading from the building and stables or outhouses then or late in the tenure of the Lord Brudenell or his assigns towards Lincolns Inn Wall and from the verge of the causeway from the south to north seventy-three foot in breadth only to the only use and behoof of this defendants said late father and the said James Hooker their heirs and assigns forever as in and by the same indenture under the hand and seal of the said

Sir David Cunningham ready to be introduced to this honourable court and whereunto for more certainty this defendant refereth himself may appear And this defendant also believeth and hopes to prove that his this defendants said late father and the said James Hooker did at their expense costs and charges erect and build the tennis court and two tenements adjoining to the same on the north said in the bill mentioned and did after hold and enjoy the same and divide the profits thereof between them and this defendant further saith he this defendant doth not know that the said Horatio Moore his this defendants late father did make or execute any lease or grant to the said Thomas Lisle or the moiety of the said tennis court and the said two tenements thereunto adjoining or any part thereof nor did ever hear anything of such lease otherwise then by the complainants suggestion and therefore this defendant leaveth the complainants to such proof as they shall make touching the same And this defendant further saith that he doth believe and hopes to prove that the said James Hooker being seized in his demesne of fee of and in the moiety of the said tennis court and two tenements thereunto adjoining and of the ground whereupon the farm and fines And also of and in another parcel of ground part of Ticketts Field aforesaid and of Purse Field and Cup Field in the said bill introduced or one of them upon part whereof the messuage or the house in the bill mentioned now in the possession or occupation of Sir Edward Abney Knight in the bill named hath been since erected and built and the said James Hooker by indenture duly executed with livery and seizin (to which as this defendant hopeth to prove the name of Thomas Lisle in the bill named late husband or the complainant Anne Lisle is set as a witness) in consideration of five hundred pounds therein mentioned to be paid by this defendants said late father unto him the said James Hooker did grant bargain and sell alien enfief and confirm unto this defendants said late father the same premises with the appertinances and the reversion and reversions remainder and remainders thereof and all estate right title claim and demand whatsoever to him the said James Hooker

in and to the said premises to have and to hold the same unto this defendants said late father his heirs and assigns forever to his and their only use and behoof as in and by the said indenture under the hand and seal of the said James Hooker ready to be produced to this honourable court and whereunto this defendant for more certainty refereth himself may appear And this defendant further saith he believeth the said Horatio Moore this defendants late father did by such indenture as in the bill is set forth grant and demise the said premises so to him sold and conveyed by the said James Hooker as aforesaid unto William Justice in the bill named for such terms in such manner or for and upon such considerations and subject to such purpose or condition of redemption as in the bill is set forth and that the said William Justice did afterwards by such indenture as therein is likewise set forth by and with the consent and direction of the said James Hooker for and in consideration of the sum of four hundred pounds (which this defendant believeth was really and bona fide paid by Richard Moore deceased in the bill named this defendants grandfather and the other considerations therein mentioned) assign and make over the said last mentioned indenture of lease and the premises thereby demised unto the said Richard Moore your orators grandfather his executors administrators and assigns for and during the rest of the residue of the term of years therein then to come and unexpired as in and by the same indenture of lease and assignment (to both which as this defendant hopeth to prove the name of the said Thomas Lisle is set also as witness) ready to be produced to this honourable court whereunto this defendant for more certainty refereth himself may appear And this defendant further saith he believeth the said Richard Moore his this defendants late grandfather did make and such will as in the bill is set forth and the complainant Richard Reeve and George Perrier in the bill named executors thereof and that the said complainant

Richard Reeve alone proved the said will by virtue and /. . . . / of which said will and of the said several conveyances made unto him this defendants said late father by the said Sir David Cunningham and the said James Hooker as aforesaid this defendant believeth only son and heir of his said late father is advised and doth humbly insist he this defendant is become lawfully and rightfully entitled unto the said tennis court and the two tenements adjoining to the north side of the same and the shops adjoining to the south side of the said tennis court and to the said messuage or house in the occupation of the said Sir Edward Abney and the stables and other buildings belonging to the same with its appertinances (except the said complainant Anne Reeve and this defendants mothers right of dower therein and therefore ought to have an account of two third parts of the profit thereof since the death of his this defendants said late father [erasure and obscure two words] said lease pretended to be made by this defendants said late father unto the said Thomas Lisle shall not appear to be real and sufficient in law and /. . . . / and allowing to the said complainants Richard Reeve and his wife so much as the interest of the said four hundred pounds paid by this defendants said late grandfather as aforesaid /. . . . / the sum of twenty pounds per annum appointed by the said will of the defendants said late grandfather to be part of the maintenance of this defendant and his sister until this defendant did attain of one and twenty years And this defendant further saith he believeth the said Sir David Cunningham did by such indenture bearing date on or about the fourteenth of June 1656 in the bill is set forth in consideration of the sum of one hundred and twenty pounds which this defendant believeth was truly and bona fide paid by this defendants said late father grant and convey unto this defendants said late father and his heirs a moiety of another parcel of ground lying next to the said parcel of ground last before mentioned containing in breadth towards

Lincolns Inn forty five foot and in length from Cup Field aforesaid into the said field called Ficketts Field one hundred foot and also a moiety of another parcel of ground lying next the said last mentioned parcel of ground containing in breadth towards Lincolns Inn aforesaid twenty-two foot and in breadth from the north part of Cup Field aforesaid into Ficketts Field aforesaid one hundred foot with the appertinances and did by another indenture of the same date in consideration of ninety pounds which this defendant believeth was paid by the said James Hooker grant and convey the other moiety of the said parcel of ground of two and twenty foot in breadth unto the said James Hooker and his heirs which said two last mentioned indentures this defendant believeth are in the custody of the complainants or of some or one of them whereunto this defendant also for more certainty or on such behalf refereth himself And this defendant doth likewise believeth that the said Sir David Cunningham did for full valuable consideration likewise paid by this defendants said late father grant convey on the part of the said parcel of ground of two hundred and sixty foot in length and one hundred foot in breadth unto this defendants said late father and his heirs and that the said James Hooker did upon like considerations to him paid this defendants said late father grant and convey unto this defendants said late father and his heirs the said moiety of the said two several parcels of ground of seventy-three foot in length and twenty-two foot in breadth before mentioned to be conveyed unto him the said James Hooker and his heirs by the said Sir David Cunningham as aforesaid which conveyance the defendant suspects and hath good reason to believe did since the death of this defendants said late father come to the hands of the complainants or some of them and that they have by them some or one of them been made away or however been concealed so that this defendant cannot yet discover the same And this defendant further saith that he hath heard and believeth that by indenture bearing date on or about the twenty-sixth of February 1657

this defendants said late father and the complainant Anne Lisle by the name of Anne Tyler reciting the said indenture of assignment herein before mentioned to be made by the said Sir David Cunningham to the said complainant Anne Lisle by the name of Anne Tyler and in consideration of the conveyance hereafter mentioned to be made by Sir William Cooper James Cooper Robert Henley now Sir Robert Henley and William Cooper in the bill named and of the sum of one hundred pounds which this defendant believeth was wholly paid to this defendants said father and a part thereof to the complainant Anne Lisle assigns and set over unto one John Henley and the said William Cooper their executors assigns a parcel of ground part of Ficketts Field aforesaid containing one hundred and eighty-eight foot in length from the house then in the possession or occupation of the Lord Brudenell eastward and from the utmost south-bounds of Cup Field aforesaid to the pales then before the said tennis court and from the east end of the said tennis court one hundred foot being part of the said two hundred and sixty foot in length and one hundred foot in breadth so demised by the said William Newton to the said Sir David Cunningham as aforesaid and to him granted and released by the said Thomas and Humphrey Newton as aforesaid for the residue of the term of ninety-seven years in trust for the said William Cooper James Cooper and Robert Henley now Sir Robert Henley And that your orators said late father did by another indenture bearing date on or about the day next after the day of the date of the last mentioned indenture for the consideration last before mentioned likewise grant and convey the reversion and inheritance of the said last mentioned parcel of ground into or in trust for the said Sir William Cooper and Sir Robert Henley and their heirs which two last mentioned indentures as this defendant is informed and believeth are now in the hands or custody of the said Sir Robert Henley whereunto for more certainty on this behalf this defendant refereth himself And this defendant is likewise informed and

believeth that the said William Cooper Sir Robert Henley William Cooper and James Cooper in the bill named by indenture bearing date upon or about the twenty-sixth of February 1658 in consideration of the assignment and conveyance last before mentioned did grant sell convey and confirm unto this defendants said late father and his heirs part of Cup Field aforesaid extending from the uttermost eastern post of the rails before the Lord Brudenells house eastward towards Lincolns Inn seventy-two foot or thereabouts and southward into Ficketts Field aforesaid one hundred and thirteen foot or thereabouts as in the bill is alleged but this defendant doth not know or believe that the last mentioned grant was so made to this defendants late father in trust for the said Thomas Lisle as by the bill is pretended And this defendant further saith he hath heard and believeth that the said Thomas Lisle and the complainant Anne Lisle did execute such indenture as in the bill is set forth mentioning them to assign a moiety of the said tennis court and the tenements thereunto adjoining and the said messuage with its appertinances in the occupation of the said Sir Edward Abney unto the complainant Richard Reeve and the said George Perrier upon such trusts as in the bill are for that purpose mentioned and that the said Thomas Lisle did also execute such indentures of lease and release as in the bill are set forth mentioning him to grant and convey the other moiety of the said tennis court and tenements thereunto adjoining and all other his freehold lands and tenement in Lincolns Inn Field in the bill mentioned unto Francis Tilney in the bill named and the complainant Richard Reeve to the uses in the bill expressed to which indenture yet he this defendant also for more certainty on such behalf doth also refer himself but this defendant is advised and doth humbly insist the said Thomas Lisle and the complainant Anne Lisle not having any estate or interest in the said premises or any part thereof otherwise in trust for as aforesaid such assignment (if any be) ought also to

attend the inheritance of the said premises vested in this defendant as aforesaid And this defendant further saith he hath heard and believeth the said Thomas Lisle was heretofore a servant of his late majesty King Charles II and might be obnoxious to the late /. . . . / powers but whether he did make use of this defendants said late fathers name in the conveyance of any land by him purchased in trust for him the said Thomas Lisle or not this defendant doth not know nor does this defendant know nor hath ever heard otherwise than by the complainants suggestions that the said Sir David Cunningham did make any such grant or conveyance unto this defendants said late father and the said James Hooker of the said two hundred and sixty foot of ground in length and one hundred foot in breadth as in the bill is alleged or that the said Thomas Lisle and the complainant Anne Lisle or either of them did attorn to such grant (if any was made) this defendant having never seen any such grant or conveyance to the best of this defendants knowledge and in case any such was made this defendant doth not know or believe the same was made in trust for the said Thomas Lisle and the complainant Anne Lisle or either of them but doth rather believe if the same was made upon any trust it was in trust for the said Sir David Cunningham and as to the decree in the bill mentioned to have been obtained by the complainants Richard Reeve and his wife this defendant saith he is a stranger thereunto and knoweth nothing thereof or of the agreement in the bill mentioned to be foundation thereof otherwise that by the complainants suggestion and in case any such decree was had or made this defendant being then an infant and under the /. . . . / of the complainants Richard Reeve and his wife and wholly guided and governed by them and ignorant in matters of that nature this defendant humbly hopeth he shall not be banned or obliged thereby and the rather for that decree (if any such be) is as this defendant is advised and hopeth to shew he appear to this honourable court

unjust and unequal and not fit to be countenanced by this honourable court
 And this defendant further saith that he doth admit that this defendants
 said late father did about the time in the bill for that purpose mentioned
 inter-marry with the complainant Anne Reeve the defendants mother the only
 child of the complainant Anne Lisle and doth believe such marriage was had
 without the consent and privity of the said Richard Moore this defendants
 grandfather and this defendant doth not know what estate his this defendants
 said late father then had or what allowance was made unto him by the said
 Richard Moore for his maintenance but this defendant doubts and hopes to
 prove that this defendants said late father did then and afterwards / /
 the time of the decease have and plentiful manner and in good credit and
 reputation and had the command of very considerable sums of money and that
 the said Thomas Lisle and the complainant Anne Lisle were then and until
 after his said late majestys restoration in a low and mean condition and
 were supported by this defendants said late father and this defendant doth
 not know or believe that the name of this defendants said late father or
 the said James Hooker was or were used in the conveyance in the bill set
 forth or any other of them in trust for the said Thomas Lisle the complainant
 Anne Lisle or either of them or that the said Thomas Lisle and the complainant
 Anne Lisle or either of them did erect or build all or any part of the said
 tennis court and two tenements adjoining thereunto or the said house in
 the occupation of the said Sir Edward Abney or the buildings belonging to
 the same or any part thereof or pay or disburse any of their or either of
 their own money about the same in the lifetime of this defendants said
 late father nor did this defendant hear any such thing or otherwise than
 by the complainants own suggestion and in case of the money disbursed about
 the said buildings was paid by the said Thomas Lisle and the complainant

Anne Lisle or either of them this defendant believeth the same was the
/. . . . / money of this defendants said late father and was so paid by
them for and on the behalf of this defendants said late father and not upon
their or either of their own accounts but this defendant believeth that
since this defendants said late fathers death the said Thomas Lisle and the
complainant Richard Reeve or one of them did repair the said tennis court
and rebuild one of the said two tenements adjoining to the same northward
and the sheds or shops adjoining to the said tennis court southwards but
whether any part of the said tennis court was rebuilt by them or either of
them or what repairing were done unto or what the same cost or whether the
same was done at the equal cost of the said Thomas Lisle and Richard Reeve
or not or how the same was apportioned or paid this defendant is utterly
ignorant and both these defendants Horatio Moore and Anne Moore his wife
severally and respectively say they do not know or believe that the said
Horatio Moore this defendant Horatios late father did by any deed or declare
that all or any part of the said tennis court or the tenements thereunto
adjoining or the said house in the occupation of the said Sir Edward Abney
or the buildings belonging to the same or any part thereof stand or for the
building of the said tennis court or tenements thereto adjoining or the
said house in the occupation of the said Sir Edward Abney or the buildings
thereunto belonging or any part thereof was the said Thomas Lisles money or
that the said Horatio Moore this defendant Horatios father did upon any such
or other account demise release or quit claim and any estate right title or
interest in or to the same or any part thereof with the said Thomas Lisle as
by the said bill is pretended nor have these defendants or either of them or
at any time had in their or their custody or have ever seen any such deed or
writing to the best of their respective knowledge or remembrance nor did
these defendants or either of them ever hear of any such deeds or writings
otherwise than upon and by the complainants own suggestion but these

defendants say they have and made diligent search for the writings which concern the said premises and amongst other writings delivered unto this defendant Horatio Moore by the complainant Richard Reeve did some time since find the said indenture of grant and release made by the said Thomas Newton and Humphrey Newton unto the said Sir David Cunningham and the said indenture declaring the use and of the said fine and the said indenture of feoffment made by the said James Hooker unto this defendant Horatios said late father the said indenture of assignment made by the said William Justice and James Hooker and the said indenture of the fourteenth of June 1656 mentioned to be made by the said Sir David Cunningham to the said James Hooker but these defendants or either of them cannot find any deed or writing which doth any way concern or relate to the title of the premises in the bill mentioned or any part thereof save only the said five deeds last mentioned certain either of these defendants find nor do or doth they or either of them know or believe that they or either of them have hath or ever had any other deed or writing in their or either of their hands or custody any way relating to or concerning the same and any part thereof nor do these defendants or either of them know where any other deeds or writings touching or concerning the title of the said premises or any part thereof is unless the same be in the custody of the complainants or some of them who have made away or do conceal several of the same as these defendants have good reason to believe and this defendant Anne Moore further saith she this defendant is a mere stranger to all the matter and transaction in the bill set forth and knoweth nothing of the same of her own knowledge and therefore humbly craves liberty to refer therefore to the answer of the said defendant her husband which she believeth to be true and this defendant Horatio Moore doth deny that he this defendant hath made any secret or other grant or conveyance of the said premises any part thereof whereby the complainants their

or any of their title thereunto (if any) may be otherwise prejudiced and both these defendants do deny all and all manner of unlawful combination and confederacy charged against them in and by the said complainants said bill of complaint without that that any other matter or thing in the complainants said bill of complaint containing material or effectual in the law for these defendants or either of them to make answer unto and not herein and here /. / and sufficiently answered unto confessed or advoided traversed or denied is /. / all which matters and things these defendants are ready to avow maintain and justify and prove as this honourable court shall award and humbly pray to be heard dismissed with their reasonable costs and charges in their behalf most wrongfully sustained

Chancery Decrees and Orders

C33/274/55v

8 Nov 1689

Horatio Moore P.

Anne Lisle Richard Reeve Anne wife Thomas Reeve infant son of Richard Reeve D.

The defendant the infant this day appeared before the Right Honourable the Master of the Rolls and prays that the said defendant Richard Reeve may be assigned his guardian to answer and defend this suit which is ordered accordingly.

C33/274/278

3 Apr 1690

Horatio Moore P.

Anne Lisle Richard Reeve his wife Anne et al D.

Upon consideration this present day had by the right honourable Master of the Rolls of the defendants humble petition showing that the defendants have examined one Mary Morris (Norris?) and Thomas Cooke Esq as witnesses in this cause and have since discovered that they are witnesses to several deeds which the defendants are advised to show before the hearing of this cause and publication not being yet passed wherefore and for that the defendants cannot re-examine the said witnesses without an order it was prayed treaty the defendants may be at liberty to examine them to prove such deeds as they order witnesses unto and have not as yet been examined which is ordered accordingly whereof the defendants clerk in court or agent is first to have personal notice.

C33/274/407v

10 May 1690

Horatio Moore P.

Anne Lisle Richard Reeve Anne his wife et al D.

Upon consideration this day had of the defendants humble petition preferred to the righteous Master of the Rolls setting forth that the said petitioners

having examined some witnesses in this case and are such discovered they are witnesses to such deeds and witnessings which these said petitioners were advised to prove but could not re-examine them without the order of this court for that purpose it was therefore prayed that the said petitioners might be at liberty to examine such witnesses to order the said deed and writings which is ordered accordingly the defendants first giving personal notice to the plaintiffs clerk in court.

C33/276/8

23 Oct 1690

Horatio Moore P.

Richard Reeve D.

/ / this day / / and unto this court by Mr Jennings being P. and D. it was alleged that this cause stands in the day tomorrow to be heard but in regards the said defendant would not be then ready it was arrayed that the same might be put off to some other day whereupon it is ordered that the said causes be put off till tomorrow fortnight and do they stand to be heard the first in the day for hearing.

C33/276/701

7 Nov 1690

Horatio Moore P.

Richard Reeve Anne his wife Anne Lisle Thomas Reeve D.

These causes coming this present day to be heard and debated in the presence of counsel learned on all sides forasmuch as the matters in variance appeared to be long and intricate by reason of the several conveyances which are in issue in the cause and differences are between parties nearly related both to other and therefore think fit to be accommodated in an amicable way this court therefore does not think fit to deliver them judgement thereon but do by and with the consent of all parties referred it to Edward Jennings and Samuel Twyt Esqs to treat between the parties and endeavour an amicable

composure thereof if they can and in case they can not agree the same then it is ordered that the said Mr Jennings and Mr Twyt agree and state a case in writing or the pleadings and the several conveyances in issue and other matters in controversy in the said causes and if they cannot and the said differences or agree / / as before directed then it is hereby referred to Samuel Kirk Esq and to settle the same and after a case settled by the said counsel or / / them default by the said Master This court being attended thereunto will consider thereof and appoint some one for delivery of their judgement therein.

R.C.S. of E., Item 45, Bundle 'E'.

28 and 29 December 1692

Abstract of Title to (a) Warehouse etc., (b) No. 37 Lincoln's Inn Fields.

28 and 29 December 1692,

Indentures of lease and release (Marginal note: We are told these deeds were not produced when Copeland bought the premises) between

- (1) Anne Lisle
- (3) Richard Reeve and Anne his wife
- (3) Horatio Moore and Anne his wife
- (4) Thomas Reeve only son of Richard
- (5) Sir Edward Abney Kt and William Masemore the younger

reciting that (1), and Horatio Moore or one of them 'stood seized in fee simple of and in all that Capital Messuage situate in Lincoln's Inn Fields in the parish of St Giles in the Fields and St Clement Danes Middlesex and also of one other great Messuage then lately used for a Playhouse called the Dukes and then used for a Tennis Court' that there had been several suits in Chancery between these parties about these premises, which were 'referred agreed and confirmed by Order of Court'; and that Sir Edward Abney had agreed with Horatio Moore for the purchase of the said Capital

Messuage: witnesses that, as to Horatio Moore, (2) and (1) in pursuance of a certain Award or Order, and for £850 paid to Horatio Moore by Richard (sic) Abney and 5/- to (2), Horatio Moore, (2) and (1) hereby convey to (5) and their heirs

(i) 'The said Messuage or Tenement then used for a Tennis Court', to be held by (5) in trust as to one moiety for the use of Anne Lisle and her heirs for life, with remainder to Thomas Reeve absolutely, as to the other moiety for the use of Anne Reeve and her heirs for life, with remainder to Horatio Moore absolutely

(ii) The 'said Capital Messuage', to be held by (5) in trust for the use of the said Sir Edward Abney and of his heirs and assigns for ever (sc. absolutely).

R.C.S. of E., Item 1, Bundle 'E'.

1692

1692 (4 Wm & Mary) Hilary Term, Fine:

Anne Lisle, widow, Richard Reeve, Esq. and Anne his wife, Horatio Moore and Anne his wife (Def.) yield to Sir Edward Abney, Kt and William Masemore the younger, gent (Pl.) two messuages and appurtenances in the parishes of St Clement Danes and St Giles in the Fields.

R.C.S. of E., Item 5, Bundle 'E'.

11 May 1698

Will of Richard Reeve of New Windsor, Berks., Esq.

To wife Anne (inter alia) 'All that my Messuage or Tenement situate and being near the Playhouse in Little Lincoln's Inn Fields in the Parish of St Clement Danes in the County of Middlesex now in the Tenure or Occupation of Mr Thomas Batterton (sic) . . . for all such term, time Interest, Claim or Demand which I now have in or to the same Subject Nevertheless to the Rent and Covenants [by which] I have held and Enjoyed the same for her life,'

then to son Thomas absolutely; other leasehold property (in Warwks) to son Thomas; four leasehold houses in Sermon Lane, London, to daughter Olivia Reeve; daughter Cockshed 40/-; niece Mrs Frances Reeve £5; nephew Mr Richard Reeve 40/-; residue real and personal to wife Anne, who sole executrix.

Proved P.C.C. 25 June 1702 by Anne Reeve, the relict.

MLR 1712/6/111

1 March 1710

C. Rich to Rupert Clarke

Indenture of mortgage 1 March 1710

For £250 Christopher Rich hath bargained sold assigned . . . all the share part proportion benefit advantage claim and demand . . . all that piece or parcel of ground commonly called or known by the name of Gravel Pit Field also Gravel Pit pasture containing eight acres in the parish of St Andrews Holborn and all houses, buildings etc. for several terms, sixty, eighty and nineteen years, or redeemed for £250 and interest 2 September next ensuing

Christopher Rich

6 September 1712

Witnesses: George Griffin, James Pemberton

Signed and sealed in the presence of John Prince and George Griffin

Registered: 10 o/c, 3 February 1712/3

MLR 1712/5/113

Christopher Rich to Rupert Clarke

6 Jan 1712

Indenture 6 January 1712 Rich mortgaged to Rupert Clarke two shares in the Theatre (part of thirty-six shares) in consideration of £250, term of fourteen years therein mentioned and yet to come and unexpired and also the term of twenty one years fully to be complete and ended under the rent and covenant

in the said indenture mentioned subject nevertheless to a proviso that the same shall be void a payment of £250 and interest on the seventh July 1713

Witnesses: Samuel Robinson, John Prince.

Stamped with two sixpenny stamps in presence of John Rich and John Prince.

Registered: 3 o/c, 29 January 1712

MLR 1715/2/1

23 April 1713

Rupert Clarke and Christopher Rich . . . I

John MetcalfII

Rupert Clarke and Christopher Rich sold to John Metcalf eight acres of Gravel Pit Field in the parish of St Andrews Holborn for the sum of £400.

Witnesses: John Rich, Henry Rich (Lyons Inn), John Prince.

John Metcalf

18 March 1715

Stamped in the presence of John Prince and John Metcalf.

MLR 1715/2/2 Christopher Rich to J. Metcalf

23 April 1713

Indenture 23 April 1713,

Rupert Clarke and Christopher Rich . . . I

John Metcalf and Davenant Metcalf (spinster) . . . II

Sale of a messuage or tenement with appurtenances in Gray's Inn Lane, in the county of Middlesex to the said Davenant Metcalf for the remainder of a term of fifty-five years then to come and unexpired for the consideration of £300 paid between the said Rupert Clarke and Christopher Rich

Witnesses: John Rich, Henry Rich and John Prince

Davenant Metcalf

30 March 1715

Sealed and delivered stamped . . . John Prince and John Metcalf.

Registered: 13 March 1715.

B.L., Add. Ch. 9303

3 Sept. 1714

This indenture made the third day of September in the 1st year of the reign of our Sovereign Lord George by the Grace of God of Gt Britain France and Ireland and King Defender of the Faith etc. A.D. 1714 Between Christopher Rich of the parish of St Martin in the Fields in the County of Middlesex Esq and Rupert Clarke of Lyons Inn in the said County of Middlesex Gent of the one part and the Rt Hon Lionel Earl of Dorset and Middlesex John Shaw of Eltham in the County of Kent Esq son and heir apparent of Sir John Shaw Bt James Craggs the younger of the Parish of St James in the Liberty of Westminster Charles Hale of Grays Inn in the said County of Middlesex Esq John Eyles of the City of London and Thomas Gilpin of the Middle Temple London Esq Henry Collins of the said parish of St James Westminster Esq Gent Edward Periam of the City of London Gent Daniell Outridge of London Gent William Samber of Lions Inn aforesaid Gent Thomas Scott of the Customs House London Gent John Rich of Grays Inn in the said County of Middlesex Gent Thomas Knight Citizen of London John Heydon of the said Parish of St Martin in the Fields Gent James Grascom of Foresthill in the County of Oxford Gent and Christopher Mosyer Rich of London Gent of the other part.

Whereas by indenture of Lease bearing date of the last day of August next before the date of these presents and made or mentioned to be made between Anne Reeve of Kensington in the said County of Middlesex widow and Deodatus Champion of Plumpton in the County of Northampton Gent and Thomas Reeve of the Inner Temple London Esq of the one part and the said Christopher Rich and Rupert Clarke of the other part, They the said Anne Reeve Deodatus Champion and Thomas Reeve for the consideration therein mentioned have and each of them hath demised granted to farm letten or are therein mentioned to have demised granted and to farm letten unto the said Christopher Rich

and Rupert Clarke their Executors Administrators and Assigns All that great and lately new erected Messuage Tenement Theatre or Playhouse upon the ground and in the roome of all that great messuage or Playhouse and building which before such new erection was commonly called Lisle's Tennis Court or the Theatre or Playhouse in Little Lincoln's Inn Fields and the same is intended hereafter to be called the New Theatre or Brittish Theatre Together with all the Erection and Buildings thereupon and on the North side thereof and upon any part or parcel thereof all which premises are situate lying and being or near Little Lincoln's Inn Field aforesaid in the parish of St Clement Danes in the said County of Middlesex Together also with free liberty of Ingress Egress and Regress for the said Christopher Rich and Rupert Clarke their Executors Administrators and Assigns and all other person and persons [erased] or to resort to the premises in by and thro the entry way or passage from Great Lincoln's Inn Fields to the said Messuage Theatre or Playhouse and [any] Vaults Rooms Yards Pumps Dressing Rooms Passages Lights Easements profits privileges commodities advantages appurtinances [.] unto the said new Erected Messuage or Tenement Theatre Building and Premises on all part or parcell thereof belonging or in any wise appurtaining To have and to hold the said great and new erected messuage or tenement Theatre or Building and premises with their or any of their appurtinances unto the said Christopher Rich and Rupert Clarke their Executors Administrators and Assigns from the feast day of the Nativity of St John the Baptist last past before the date of these presents for and during and unto the full and and [sic] term of thirty nine years and a half year from thence ensuing and fully to be complete and ended yeilding and paying therefore yearly and every year during the said term by the said Christopher Rich his Executors Administrators and Assigns The rent or Sum of One Hundred Pounds of lawful money of Great Britain without any deducations or abatement out of the same for or in respect of any parish duty charge or

imposition whatsoever (Parliamentary Taxes Imposed or to be imposed on Landlords only Excepted) at the four most usual feasts or days or times of payment in the year (that is to say) at Michaelmas, Christmas, Lady Day and Midsummer Day or on and equal portions as by the said lease relation being thereunto had may at large appear, which said indenture of lease was so made and taken as is thereby declared and agreed by the said Christopher Rich and Rupert Clarke to be made and taken in the manner of them the said Christopher Rich and Rupert Clarke in trust and for the benefit and behoofe as well as of the said Earl of Dorset, John Shaw, James Craggs, Charles Hale, John Eyles, Thomas Gilpin, Henry Collins, Edward Periam, Daniell Outridge, William Samber, Thomas Scott, John Rich, Thomas Knight, John Heydon, James Grascom and Christopher Mosyer Rich, as of them the said Christopher Rich and Rupert Clarke according to their several and respective shares proportions and interests hereinafter respectively mentioned and declared Now this Indenture witnesseth that the said Christopher Rich and Rupert Clarke in performance of the trust in them reposed do hereby acknowledge testify and declaim that the aforesaid messuage tenement Theatre Building and premises with the appurtinances in or by the said indenture of lease demised or mentioned to be demised by the said Anne Reeve Deodatus Champion and Thomas Reeve to them the said Christopher Rich and Rupert Clarke was and is soe leased to them to the intent that they the said Christopher Rich and Rupert Clarke their Executors Administrators and Assigns should or might stand and be possessed and they shall stand and are possessed thereof for and during all the said term of thirty nine and a half years and by the said recited indenture of lease granted 1 part for to in trust for the Earl of Dorset, 1 pt J.S., 1 pt J.C., 1 pt C.H., 1 pt J.E. and T.G., 3 pts H.C., 1 pt E.P., 1 pt D.O., 2 pts W.S., 2 pts T.S., 1 pt J.R., 1 pt T.K., 1 pt J.H., 1 pt J.G., 1 pt C.M.R., 17 held jointly by

Christopher Rich and Rupert Clarke.

Repairs and taxes to be paid by the subscribers.

N.B. Sawyer states that on the verso of this deed is the sale price of the shares bought by Clarke but I have not recognised it.

It does seem that there was another deed accompanying this indenture but the reference to the document that will be referred to is legal phraseology and might not necessarily mean that this was an indenture of the A.R., D.C. and T.C. lease to C.R. and R.C. attached to this document.

MIR 1718/3/201

Lincoln's Inn Fields III

12 Dec 1718

Reciting Indenture of 3 September 1714

Christopher Rich and Rupert Clarke I

Lionel Earl of Dorset and Middlesex, John Shaw, James Craggs, Charles Hale, John Eyles, Thomas Gilpin, Henry Collins, Edward Periam, Daniell Outridge, William Samber, Thomas Scott, John Rich, Thomas Knight, John Heydon,

James Grascom and Christopher Mosyer Rich II

concerning in the words or to the effect following all that Great and lately new erected messuage tenement theatre or playhouse and buildings which before such new erection was commonly called Lisle's Tennis Court or the Theatre or Playhouse in Little Lincoln's Inn Fields and the same is intended to be called hereafter the New Theatre or Brittish Theatre Together with all the erections and buildings thereupon and on the north side thereof and upon any part or parcel thereof All which premises are situate and lying and being or near Little Lincoln's Inn Fields . . . with the liberty of Ingress Egress and Regress for the said Christopher Rich and Rupert Clarke their Executors Administrators and Assigns and all other person and persons resorting or to resort to the premises in by and through the entry way or

passage from Great Lincoln's Inn Fields to the said messuage Theatre or playhouse and all Cellars Vaults Rooms Yards Pumps Drains Ways passages Lights Easements Profits privileges commodities Advantages.

. Indenture sealed and delivered by the said Christopher Rich, Rupert Clarke, Edward Periam and Daniell Outridge in the presence of Henry Rich (then living in the Middle Temple but now Gray's Inn) John Prince then living at the sign of the Black Jack near the said theatre and now deceased, John Gyles and also a memorial of the deed poll endorsed in the said before recited Indenture bearing the date 4 September 1714 under the hand and seal of Christopher Rich Rupert Clarke and made from them to the said Edward Periam concerning in the words or to the effect following 1 part (the whole into thirty six parts in shares to be divided) of all that great messuage or tenement theatre and building and of all and singular the premises with the appurtenances within mentioned to be demised to us the said Christopher Rich and Rupert Clarke by the within named Anne Reeve, Deodatus Champion and Thomas Reeve.

Witnesses Henry Rich, John Price, John Gyles and said memorial are by the said Edward Periam required to be registered, witnessed 6 November 1718 Edward Periam signed and sealed and stamped etc. in presence of Edward Periam, Samuel Clark and Henry Rich.

MLR 1719/2/234

Lincoln's Inn Fields III

9 December 1719

Reciting 31 August 1714 lease between Anne Reeve, Deodatus Champion

and Thomas Reeve to Christopher Rich and Rupert Clarke,

and reciting indenture purporting and declaring of trust 3 September 1714 made between C.R. and R.C. et als for term of thirty nine and a half years etc., as to or concerning nineteen shares thereof the whole being divided into thirty six equal parts or shares in trust for the several persons therein mentioned and as to the seventeen parts remaining of the thirty six in the said last indenture, and reciting that five of the seventeen shares were sold by the said Christopher Rich and Rupert Clarke in the life time of Christopher Rich, and further that the said Christopher Rich is since dead having made his will in writing and thereby appointed the said John Rich and Christopher Mosyer Rich his sons executors these shares by survivorship in trust to Rupert Clarke and his name used in trust for Christopher Rich and Rupert Clarke since Christopher Rich's death . . .

Robert Chandler	1 of the remaining 12 shares
James Dobson	" "
John Watts	" "
Thomas Knight	" "
John Farmer	" "
Thomas Hudson	" "
Thomas Smith	" "
John Fellows	" "
William Nimes	" "

Three shares of the remaining twelve remain unsold and assigned by which mortgage in consideration of £280 to them the said John Rich and Christopher Mosyer Rich paid by the said Robert Incledon

signed Rupert Clarke

9 December 1719

Christopher Rich

PCC registered copy wills, PROB 11/543, f. 228

3 November 1714, Christopher Rich, of the parish of St Martins in the Fields, Middlesex, Esq., Bury in St Andrew, Holborn, in vault with late wife. Son John Rich and his heirs three fourths of all my interest and right in 'certaine Letters Patent Granted by his late Majesty King Charles the Second to Sir Wm Davenant his Heirs and Assignes' and of all 'Profitt Cloathes Scenes &c' arising therefrom. Son Christopher Mosyer Rich the remaining fourth part of the same absolutely. Residue, real and personal, equally between said sons. They and Mr Rupert Clarke of Kensington and Mr Thomas Scott of Custom House, London, executors, asking Rupert Clarke and Thomas Scott to help sons.

Signed and sealed, Chr: Rich. Witnesses, Henry Rich, Richard Lovelace, Simon Surren.

Proved (London) 26 November 1714 by John Rich and Christopher Mosyer Rich, the sons and two of the executors named, reserving power to the other two to do likewise.

C11/2661/8

Rich v. Hervey

28 Nov 1730

Complaint

(Extract)

Regarding a Bill of £450 for scenes and other decorations at the playhouse in Lincoln's Inn Fields.

Hervey offered to have work considered by other painters rather than cultivate a difference between Rich and Hervey.

A Mr Deveau a painter who painted for both Drury Lane and the Opera was agreed. He valued the work at £311.

And the said John Hervey did not then or at any other time object thereto but informed your orator that to put an end to that affair he would take fifty pounds from the bill which he had delivered to your orator and that he would paint for your orator an entire set of scenes the full length of the stage with the borders and all and that your orators should allow him four hundred pounds for the remaining part of his bill and to have no further dispute with your orator . . . and Rich entered into a bond to pay £400.

On 19 April 1725 Rich paid £350 but Hervey had not painted the scene . . . Rich has had to employ others to paint the scene for a sum of [blank].

Rich v. Hervey

12 Dec 1730

Answer

Hervey had been 'painting Scenes Decorations and other things for him (Rich) at the Playhouse in Lincoln's Inn Fields ever since the said House had been erected'.

Between 1722 and 1724 Hervey had been engaged at Lincoln's Inn Fields and since he had been engaged so many years it was not necessary for Rich to go to anybody in order to know Hervey's work . . . Hervey did not agree to Deveau and would not ever have his work valued by him. He did enter into a bond with Rich . . . and has received £350 but at no time during the period of the drawing of the bond did he understand that he was to provide any scenes as abatement? or condition on his side. He has not painted the scenes . . . and has received no instructions from Rich to do so whether under this pretended agreement or otherwise since entering into the bond.

P.R.O., C11/2662/1,

J. Rich Bill of Complaint, 15 Mar 1733,

E. Shepherd Answer, 3 May 1734.

Excerpts relating LIF III to the new Covent Garden Theatre.

that there should be a plint on the fronts of the side boxes to raise them higher as at LIF as also a capping on the partitions of the boxes . . .

the passages on each side of the theatre to have a good wall up to the plates of the roof a brick and a half thick with arches left for lights next Sir James Thornhills only which your orator should direct . . .

that there should be two rails and a skirting board round the area over the stage between the painting room and the wardrobe as at LIF as likewise a skirting board in every room where the walls were only plastered . . .

wanted turned bannisters as at LIF . . .

because the cellars unsatisfactory at Covent Garden still has to melt his tallow at LIF . . .

Answer: Shepherd.

no reason to lower at the north end of the upper flying as by his last letter, i.e. Riches, that the upper flying was made of the same highness as the upper flying in the theatre of LIF . . .

every thing is done in a much better and stronger than that at LIF . . .

scene room and door is as large as LIF in fact he widened it to make it larger than but Rich said no just as at LIF . . .

that it is morally impossible that the same work could be carried on without some settlement and this Defdt. says that . . . the settlements were not occasioned by the said brickwork not being performed in a workman-like manner and that there are greater and more settlements in the brickwork of the said LIF than in the brickwork of the said new erected theatre . . .

stairs in the roof larger than those at LIF . . .

in general Rich will ever be changing as is his bent and genius . . . he is too much influenced by fancy and strangers . . .

Additional notes in the Rich Complaint,

Two rooms in the roof for barber and tailor with chimney in each . . . partitions in LIF whole deal while in Covent Garden were whole and split deal grooved . . .

at LIF a skirting board and a board railed high with turned bannisters for all the stairs which was not done at Covent Garden theatre . . .

balcony and boxes over the stage boxes to be lowered to 7' and the pigeon holes in proportion, in the Answer Shepherd claimed that they were . . . the partitions at the back of the side boxes to be parallel with the walls and that there be as many benches in each box as Drury Lane and that they are not arranged to see the stage properly. Shepherd's Answer claimed that the boxes are arranged to see the stage and that already several changes had been made to the seating of the boxes by Rich . . .

that there should be as many vaults to the out passages for coals, melting of tallow and stores as made under the street in LIF of which the said

Edward Shepherd had had repeated notice . . .

that there should be partitions to divide in the centre of each box on the right hand and the left of the King's front box at LIF . . .

Bill of Complaint 24 May 1734, Shepherd v. Rich, no extant Answer in P.R.O.

General burden of the bill is that the work has been carried out as instructed and reinstructed and that all was better than the work done at LIF and that if he had been left alone and without the interruptions of John Rich the whole theatre would be still better and finished on time.

C33/370/pt II, 254v

22 April 1738

John Rich and Christopher Mosyer Rich, plts.

Frederick Sedier and his wife, defts.

Upon motion this day made unto this court by Mr Idle being plts council
 It was alledged that by the order made on the hearing of this cause it
 was referred to Mr Edwards to take the account thereby directed
 that for the better clearing of the said account the Defts have
 before the said Master for the executor of Benjn Woodyer gent who was
 formerly examined as a witness in the cause on the part of the Defts and
 who has been examined therein according and has deposed to several
 deposed by him before the hearing without any order for the purpose which
 the plts are advised is irregular. It is . . . and examined certify
 whether the same be irregular or not.

282v.

19 May 1738

Further discussion of admissibility of Woodyer's deposition which is
 considered not admissible.

364r.

[Sadier] now the deposition of 19 May last will be argued before Rt Hon.
 the Ld High Chancellor of G.B. (Lord Mansfield)

432r.

17)ct 1738

Ruling accepts some questions and answers of the Woodyer statement but not
 all states those either way.

Report 26 March 1739

John Rich and Christopher Mosyer Rich Plts

F. Sadier and wife Elizabeth, admin of John Evans dcd Defts.

Order made of the hearing 17th day July 1734

Deb of Evans to Riches of £70. 13. 8 $\frac{1}{4}$. due to overpayment by the Riches
to Evans by way of pay for work done by allowing rent on houses in Playhouse
passage Drury Lane and Russell Street - Rents.

Repair work done by Evans

1721

Feb 13	Mending a hole in the tiling of the New Playhouse	12. 6.
Mar 7	Mending more tileing there	11. 9.
Aug 9	Lathing up hole over the stage . . . Laths and nails	2. 6
	For shist to lay them	7. 6.
	For 2 men 2 days	10. 0.
Aug 12	18 hods of mortar shist to mend the wals and stairs	13. 6.
	Laths, nails and 6 hods of fine shist	7. 6.
	Two plasterers and man 5 days and $\frac{1}{2}$	2. 4. 0.
	Mending the piers next the Fields	12. 6.
	18 hods of mortar to mend the tileing	12. 6.
	Laths and nails	7. 6.
	400 plain tiles	12. 6.
	For 2 men 7 days	1. 15. 0.
Aug 24	About the cross walls and drains 16 hods of mortar	8. 0.
	For 450 bricks	9. 6.
	2 men 4 days and $\frac{1}{2}$	1. 2. 9.
Sep 12	About paving the vaults 350 bricks and 5 hods of mortar	9. 6.
	2 men a day and $\frac{1}{2}$	7. 6.

1724

May 7	Mending the tileing at the Playhouse 420 pantiles	12. 6.
	For 36 hods of mortar	18. 0.
	2 men 8 days and $\frac{1}{2}$	2. 2. 6.
May 15	Mending some more plastering of the vaults	2. 6.
	Lathes and nails	
	Six hods of lime and hair and 220 bricks	9. 0.
	For 21 hods of mortar and whiting and size	12. 0.
	For 2 men 5 days	1. 5. 0.

R.C.S. of E.

29 Nov 1714

Articles of Agreement 29 November 1714

between Henry Tasburgh, of Great Lincoln's Inn Fields, Esq., and John Rich and his brother Christopher Mosyer Rich, both of the Parish of St Clement Danes, gents, executors of their late father Christopher Rich, Esq., deceased.

For better completing of 'the New Theatre or Playhouse' in Little Lincoln's Inn Fields, in the Parish of St Clement Danes, 'lately erected by' the late Christopher Rich, lying on the south side of Tasburgh's house in Portugal Row, Great Lincoln's Inn Fields, and for 40 guineas in gold to Tasburgh from Rich and Rich:

Tasburgh will convey to Rich and Rich (who will pay all legal charges) the freehold of that little piece of ground 'Between the outermost Line or Extent of the Ground towards the North belonging to the New Theatre . . . and the Door Post of the House of Office' of Tasburgh's house, being in length East - West 24 or 25 feet or a little more or less, in breadth North - South 3 feet 7 inches; with liberty to the Riches and their successors to build a wall 10 feet high next to Tasburgh's back yard, and above 10 feet a projection towards that yard of about 2 feet 4 inches in breadth on whole line of the said 24 or 25 $\frac{1}{2}$ feet, with a 'Handsome Coveing under such Projection and Paint such Coveing prettily as Mr Boswell and Mr Evans Bricklayers shall direct', building the projection no higher than the upper eaves of the Playhouse already erected, and arranging to carry water off clean without extending the eaves; Riches will give Tasburgh and his wife (or any future wife) free entry to 'Plays Operas and all Theatricall representations', to sit anywhere 'Except the Kings Box so called or on the Stage or in the Boxes thereon or behind the scenes', on all except the first days of new or revived performances or on Subscription or Benefit days; if Tasburgh does not make use of the privilege, his wife can take another with her; if he moves to

the country, whoever is the master of his house in Portugal Row has his rights of free entry; these rights to last for $39\frac{1}{2}$ years from Midsummer 1714, and if the Riches renew their lease on the Theatre these rights will be extended accordingly; if not his wife, Tasburgh can take another with him; if the Theatre is converted to other uses, Riches will give Tasburgh first refusal of buying back this piece of ground; they will not 'prejudice the Closett in the Backhouse' of Tasburgh by taking down any brick or timber work; they will remove the wooden spout that carries off water from the backhouse, by the door of the house of office, to wherever Boswell and Evans think proper; Tasburgh will allow Riches 'to open the two lights that have been made' by the late Christopher Rich 'and are now Stopt up in the Staires' of the New Theatre, looking towards Tasburgh's backhouse, but so as not to overlook or be offensive to him, by use of 'Blinds Curled or Crimp Glasse', and only for as long as the new 'Fabrick shall continue to be a Playhouse'; Tasburgh binds himself with £200 penalty to Riches, Riches likewise to Tasburgh, for true performance of agreement.

Signed and sealed by John Rich and Christopher Mosyer Rich (both seals of the same arms)

Counterpart of Conveyance 9 June 1715

from Henry Tasburgh, of Great Lincoln's Inn Fields, Esq., to John Rich and his brother Christopher Mosyer Rich (as before), of the parcel of ground defined in the Agreement 29 November 1714, for 40 guineas in gold (£41. 10s); permission to build 10ft wall and projection above, 'All which they . . . have already done'; to hold for ever at the annual rent of one peppercorn, if demanded; Tasburgh affirms his full right to convey this ground, declares it free of all encumbrances, and in particular of the annual rent-charge of £8. 10. 0. payable out of his house to Sir Robert Guldeford, Bart.

Signed and sealed by Jno Rich and Chr. M. Rich. (JR seal a monogram, CMR seal armorial, different from those on Agreement).

The armorial seal used by C.M. Rich on the 1715 Conveyance would fit, 'Azure, a chevron or between two lions passant argent. Crest: out of a ducal coronet argent, a demi-lion issuant, tail forked ermine'.

These appear in Visitation of London 1568 (Harleian Soc. I, p. 27) and in London Visitation Pedigrees 1664 (Harleian Soc. 92, p. 115) for a family starting from Thomas Rich of Marston, Beds, that does not include Christopher Rich, though he could have belonged to it.

Schedule of Title Deeds etc. relating to the premises purchased of
Mr Aldn. Copeland by The Royal College of Surgeons of England.

One moiety

Hilary Term 4 Mary 1692

Official Extract of Fine

30th May 1776

Two parts of Indenture between Elizabeth
Abrahams alias Medcalf of the 1st part The
Revd Edward Seagrave Thomas Walford and Elisha
Heydon of the 2nd part Joshua Peart of the 3rd
part and Edmund Estcourt of the 4th part.

4th April 1781

Indenture between the said Joshua Peart of the
1st part the said Edmund Estcourt of the 2nd
part and Anthony Dickins of the 3rd part.

1st June 1782

Indenture of Feoffment between the said Joshua
Peart of the one part and John Miller of the
other part

The other moiety

11th May 1698

Attested Copy Will of Richard Reeve

10th July 1734

Attested Copy Will and Codicils of Thomas Reeve

12th & 13th October 1753

Attested Copy Indentures of Lease and Release
the Release between James Mead of the 1st part
Thomas Reeve of the 2nd part Edmund Browne of
the 3rd part and John Locke of the 4th part.

5th June 1756

Attested Copy Release between Sir Thomas Reeve
of the 1st part the said James Mead and John Lock
of the 2nd part Jane Gregor of the 3rd part Sir
John Molesworth Bart and Joseph Moyle of the 4th
part Mary Jeffreys and Ann Morice of the 5th part
Humphrey Morice and Charles Grave Hudson of the
6th part

6th & 7th May 1766

Attested Copy Indenture of Lease and Release
between the said John Lock of the 1st part the
said Sir Thomas Reeve of the 2nd part the said
Humphrey Morice Ann Morice and Richard Bull of
the 3rd part

7th May 1766

Attested copy Indenture between the said John
Lock of the 1st part the said Humphrey Morice
Ann Morice Richard Bull of the 2nd part and the
said Sir Thomas Reeve of the 3rd part.

Both moieties together

22nd & 24th June 1782

Indenture of Lease and Release the Release bet-
ween the said Humphrey Morrice and Richard Bull
of the 1st part Ann Maria Reeve and Jane Reeve
of the 2nd part the said Edmund Estcourt of the
3rd part the said Anthony Dickins of the 4th part
the said John Miller of the 5th part the said
Joshua Peart of the 6th part and Dame Jane Reeve
of the 7th part

23rd & 24th June 1783

Indentures of Lease and Release the Release bet-
ween the said Humphrey Morrice and Richard Bull
of the 1st part the said Ann Maria Reeve and Jane
Reeve of the 2nd part the said Edmund Estcourt of
the 3rd part the said Anthony Dickins of the 4th
part the said John Miller of the 5th part the
said Joshua Peart of the 6th part and Capel Lofft
of the 7th part

24th June 1783

Bond to perform covenant from said Joshua Peart
to the Misses Reeve

Mich. Tern 24 Geo. III	Official Extract of Fine
21st March 1789	Deed poll indorsed on last Indentures of Lease and Release
13th & 14th July 1789	Indenture of Lease and Release the Release between the said Capel Lofft of the 1st part the said Edmund Estcourt of the 2nd part the said Ann Maria Reeve of the 3rd part John Cluxton Darel Trelany Francis Gregor and William Gregor of the 4th part the said Anthony Dickins of the 5th part the said Joshua Peart of the 6th part George Darby of the 7th part and John Darby of the 8th part
25th June 1794	Indenture of Lease between Joshua Scrope of the one part and Josiah Spode of the other part
14th January 1797	Deed poll under the hand and seal of the said Joshua Scrope
26th & 27th Feb. 1802	Indenture of Lease and Release the Release between William Thomas St Quintin of the 1st part the said Joshua Scrope of the 2nd Part the said Josiah Spode of the 3rd part the said John Darby of the 4th part and Thomas Fenton of the 5th part
14th March 1765	Plain Copy Will and Codicil of Richard Edwards
1st and 2nd April 1771	Indenture of Lease and Release the Release between Timothy Edwards of the 1st part the said Joshua Peart of the 2nd part Roger Griffith of the 3rd part and John Hallett of the 4th part
2nd April 1771	Bond from the said T Edwards and another to the said Joshua Peart

23rd & 24th June 1780	Indenture of Lease and Release the Release between Perigrine Bertie and the said John Hallett of the 1st part the said Joshua Peart and Mary his wife of the 2nd part and Thomas Conway of the 3rd part
Hilary Term 21 Geo. III	Indenture of Fine Conway Pltf and Peart and Wife defs
24th June 1780	Deed poll under the hand and Seal of the said Thomas Conway
6th February 1781	Indenture between the said Thomas Conway of the 1st part the said Joshua Peart of the 2nd part and Philip Burton of the 3rd part
4th February 1788	Indenture between the said Philip Buxton of the 1st part the said Joshua Peart of the 2nd part and Catherine Dorothy Bertie of the 3rd part
25th May 1795	Indenture of Lease between the said Joshua Scrope of the one part and the said Josiah Spode of the other part
24th & 25th March 1802	Indenture of Lease and Release the Release between Joshua Scrope of the 1st part Thomas Henry Somerset Conway of the 2nd part Thomas Bertie and Catherine Dorothy his Wife of the 3rd part the said Josiah Spode of the 4th part the said John Hallett of the 5th part and the said Thomas Fenton of the 6th part
25th March 1802	Bond of Indemnity from Joshua Scrope to Josiah Spode
15th July 1802	Deed poll under the hand and seal of the said T.H.S. Conway

8th August 1827	Attested Copy Indenture of Lease and Release the Release between the said William Hammersley of the 1st part Hugh Henshall Williamson and Thomas Fenton of the 2nd part Mary Spode of the 3rd part John Tomlinson of the 4th part and Robert Fenton of the 5th part
6th & 7th March 1833	Indenture of Lease and Release the Release between the said William Hammersley of the 1st part the said Hugh Henshall Williamson and Thomas Fenton of the 2nd part the said Mary Spode of the 3rd part William Taylor Copeland and John Capper of the 5th part
23rd June 1834	Copy Will of the said William Hammersley
15th July 1845	Copy probate Will of Elizabeth Bree
30th October 1809	Attested Copy Settlement on the marriage of Mr George Whieldon with wife Saba Spode
25th December 1847	Attested copy Release of the £10,000 George Whieldon Esq and others to the said William Taylor Copeland
15th January 1848	Declaration of Frederick Wright Tomlinson and Margaret Tomlinson as to identity of Saba Whieldor
16th February 1848	Conveyance from Mr Aldn. Copeland to The Royal College of Surgeons of England
16th February 1848	Mr Aldn. Copeland to The Royal College of Surgeons of England Covenant to produce Deed of 25th December 1847
4th October 1841	Certificate of burial of William Harrison
19th April 1845	Certificate of burial of Elizabeth Bree
	Plan of Mr Aldn. Copeland's premises in Portugal Street and Lincoln's Inn Fields

16th February 1848

The Royal College of Surgeons of England and
Mr Aldn. Copeland 2 parts of Deed of Covenant
Abstract of Title of Mr Aldn. Copeland to
premises in Portugal Street and Lincoln's Inn
Fields

Instructions for Mr Bevie to advise upon Abstract
of Title and his Opinion thereon

Further instructions to Mr Bevie to advise and
his Opinion thereon

Further Instructions to Mr Bevie to advise on
Title and his Opinion thereon

Further Instructions to Mr Bevie to advise upon
Title and his Opinion thereon

Wilde Rees Humphry Wilde

In custody of Hoare's Bank, Fleet Street.

Package 'E' in Packing Case.

R.C.S. of E., Item 6, Bundle 'E'.

10 July 1734

Will of Thomas Reeve, Justice of Court of Common Pleas

Late wife's will left residue (after legacies hereby confirmed) to Dr Richard Mead, including stock in name of her brother Richard Topham, now deceased, and the house I live in in New Windsor; as executor of the late Richard Topham, the goods in his house in Pescod Street, New Windsor, to Lord Sidney Beuclerk; niece Anne Place £100 p.a. for life; niece Olivia Place £4,000; residue real and personal to nephew Edward Place.

28 August 1736

Codicil to will of Sir Thomas Reeve Kt, now Lord Chief Justice of Court of Common Pleas.

Revoking all to nephew Edward Place, instead he to have £160 p.a. for life; revoking £4,000 to niece Olivia Place, instead executors to hold £5,000 South Sea Co. annuity stock for income to her, her father, brother and sister having no part of it; all real estate (charged with annuities of will and codicil) to friends James Mead (brother of Dr Richard Mead) and James Pearse of Exchequer Office as Trustees for Thomas Reeve, only son of late cousin John Reeve of Birmingham, attorney, and his tail male (or his daughters equally), with power to settle jointure on any wife of Thomas Reeve at £100 p.a. for every £1,000 she brings him, and to maintain Thomas Reeve until he is 21; Sarah, sister of Thomas Reeve, £200; Anne, daughter of late cousin Francis Reeve, £200; James Mead and James Pearse executors.

31 December 1736

Further codicil; because certain copyhold estates will go to nephew Edward Place as heir at law, revoke his £160 p.a., substitute £120 p.a.

Will and two codicils proved P.C.C. 20 January 1736/7 by executors.

(Sir Thomas Reeve died 19 January 1736/7)

R.C.S. of E., Item 7, Bundle 'E'.

12 & 13 Oct 1753

Indentures of Lease and Release between

(1) James Mead
 (2) Thomas Reeve
 (3) Edmund Browne
 (4) John Locke; the moiety of messuage commonly called New Theatre and House (lately dressing rooms) adjoining it on the north side and entry way from Great Lincoln's Inn Fields and sheds &c., more particularly described in Indenture of Lease 5 December 1705 between (i) Anne Reeve of Kensington, widow, Horatio Moore of Plumpton, Northants., Esq., Thomas Reeve of the Inner Temple, Esq. (ii) William Penkethman of St Bride's, London, gent., whereby premises leased to (ii) for term not yet expired, which premises now occupied by John Rich Esq. as tenant and assignee; (1) is surviving executor of Sir Thomas Reeve who at death held one moiety of premises; pursuant to certain Chancery Orders (1) hereby conveys that moiety (inter alia) to (3) on Trustee for (1) & (4), who are Trustees for (2) for life and his tail male (etc.).

Extract describing the premises:

all that one moiety or half part of all that great messuage or playhouse commonly called the New Theatre together with all that house or tenement lately used for dressing rooms adjoining on the north side of the said great messuage or playhouse and therewith all usually occupied and enjoyed together with the entry way or passage from Great Lincoln's Inn Fields to the said messuage or playhouse and also all those sheds or shops rooms coffee houses and the shed then lately used for a passage into the said playhouse adjoining to the south side of the great messuage or playhouse all which premises are situate lying and being in Little Lincoln's Inn Fields in the Parish of St

Clement Danes in the county of Middlesex all of which said premises are more particularly mentioned and described in a certain indenture of lease bearing date 5 Dec 1705 . . . between Anne Reeve of Kensington in the county of Middlesex widow Horatio Moore of Plumpton in the county of Northampton Esq and the said Sir Thomas Reeve by the name of Thomas Reeve of the Inner Temple London Esq of the one part and William Penkethman of the parish of St Brides alias St Bridgets London Gent of the other whereby the said premises were demised to the said William Penkethman for a term of years therein mentioned and not yet expired and which said premises are now in the tenure of or occupation of John Rich Esq as tenant and assignee. . . .

R.C.S. of E., Item 2, Bundle 'E'.

30 May 1776

Indenture between

Elizabeth Abrahams alias Metcalfe of Lincoln's Inn Fields, spinster	(1)
the executors of John Welchman of Brackley, Northants, gent	(2)
Joshua Peart of Lincoln's Inn Fields, Esq	(3)
Edmund Estcourt of Portugal Street, Esq	(4)

Extract

Reciting that by indenture 6 December 1705 between Horatio Moore (i) Thomas Hiccocks (ii) Horatio Moore sold to Thomas Hiccocks (inter alia) his moiety of the messuage therein described for one thousand years, unless £1,725 and the interest repaid, which it was not. . . .

that by diverse acts (1) owns half that moiety, John Welchman at his death (1773) owned the other half, which his will dated 26 Aug. 1773 described as 'his 4th part of the house commonly called Lincoln's Inn Fields Little Playhouse in Portugal Street' and left to (2) for sale; (1) has agreed to sell her half for £630 to (3) and (2) their half for £630 to (3), who wants the

freehold, so remainder of 1000 year term is to be assigned to (4) in trust for (3); (1) & (2) hereby convey to (4) their moiety of 'All that Messuage or Building commonly called Lincoln's Inn Fields Playhouse situate in Portugal Street . . . theretofore called Lisle's Tennis Court or the Theatre or Playhouse in Little Lincoln's Inn Fields and then converted into and used as a Dwelling house' for remainder of 1000 years; covenant by (1) that she and her father Henry Abrahams alias Metcalfe and his uncle Thomas Abrahams alias Metcalfe and uncle's wife Mary had not encumbered except by lease 3 November 1763 for 21 years from St John the Baptist 1758 between (i) John Locke (ii) Sir Thomas Reeve, John Welchman and Elizabeth Abrahams alias Metcalfe (iii) John Trotter, George Smith Bradshaw and Charles Smith. Memo on Indenture says that £630 provided by Anthony Dickens of Lincoln's Inn Fields, Esq.; when (3) buys freehold it will be to him and Anthony Dickens as tenants in common; (4) is to hold the 1000 year term for these two.

R.C.S. of E., Item 4, Bundle 'E'.

1 June 1782

Extract of Indenture

Indenture by which Joshua Peart conveys his moiety to John Miller of Cook's Court, Carey Street, gent. as trustee for Joshua Peart; premises defined as Great Messuage formerly Playhouse, called New Theatre, in Portugal Street and house once used for Dressing Rooms, adjoining it on the north side, and 'all those buildings or apartments theretofore used as Sheds or Shops or Coffee Houses and the Shed theretofore used for a Passage into the said Playhouse adjoining to the South side thereof', in tenure or occupation of Joshua Peart, Edmund Estcourt, John Miller, David Pike, John Foulkes, Humphry Bowles Esq., Messrs Turner & Gallimore china manufacturers, Harris chinaman, William Garth upholsterer, Trotter upholsterer, and the large Cellar under the said premises and all yards, ways &c.

R.C.S. of E., Item 11, Bundle 'E'.

22 & 24 June 1782

and

Item 12, Bundle 'E'.

23 & 24 June 1783

Indentures between,

(1) Humphrey Morice and Richard Bull

(2) Ann Maria Reeve and Jane Reeve of Holliport, Berks., spinsters,
only surviving children of the late Sir Thomas Reeve of New Windsor
and later Holliport, Kt, and his wife Jane

(3) Edmund Estcourt

(4) Anthony Dickens

(5) John Miller

(6) Joshua Peart

(7) Dame Jane Reeve, widow of Sir Thomas Reeve and mother of (2);

Sir Thomas Reeve died in 1777 leaving three daughters co-heiresses of whom

(2) now over 21 (the third, Olivia Albina, died unmarried under 21), who
are selling their moiety to (6) for £1,400, which he will borrow from (7),
while other moiety held by (5) for (6), subject to £700 due to (3) for (4),
is assigned to (7) as security for the loan: so conveyance to (7) of All
that great Messuage . . . (described as in Item 7) is contracted, with coven-
ants for Fine to (7) &c.

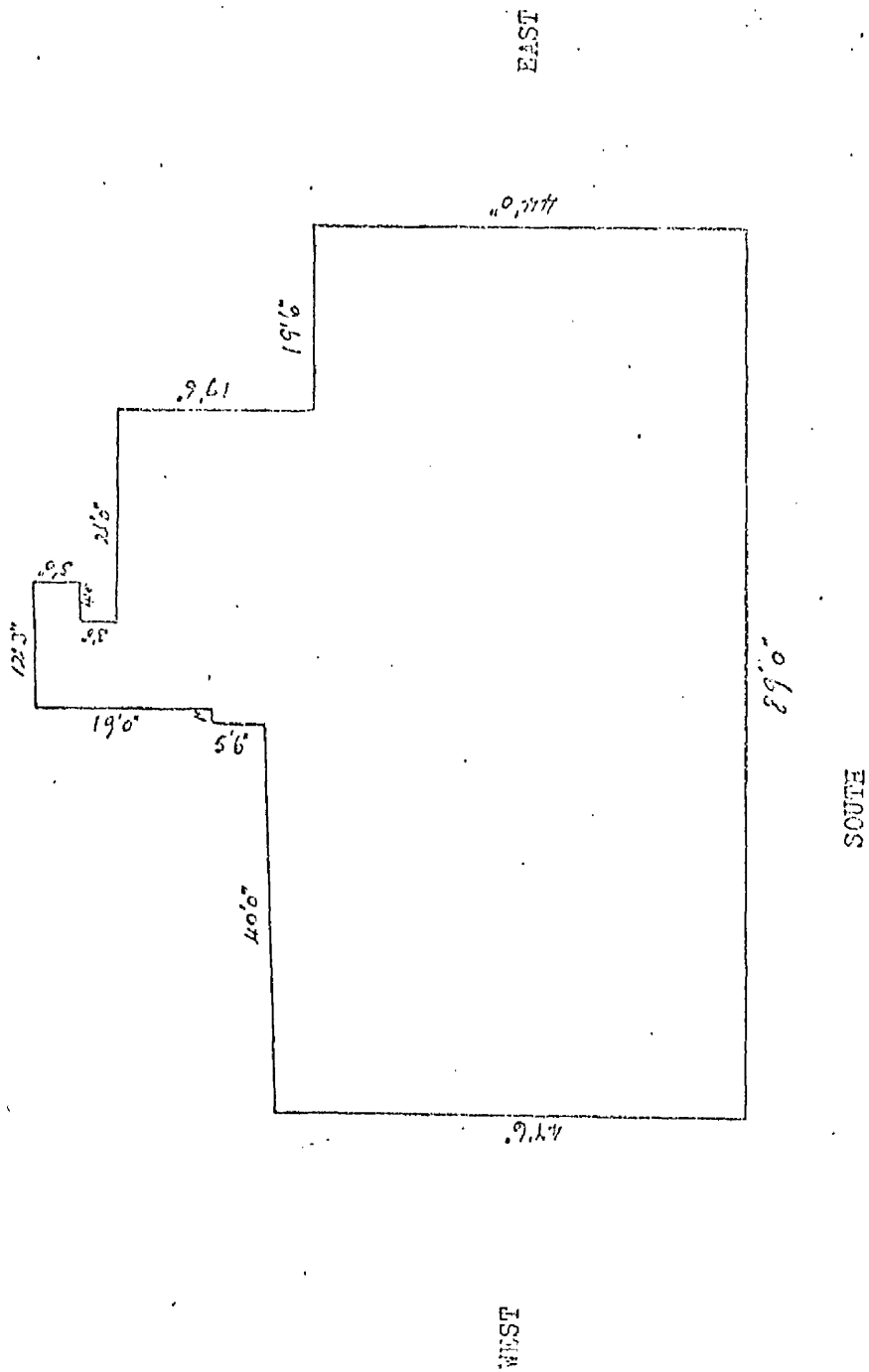
Item 12:

Indenture between (1) to (6) as previous and (7) Capel Lofft;

Dame Jane Reeve died in February 1783, intestate, before transactions of
Item 11 completed; now agreed to complete with (7) as mortgage holder, in
trust for (2)

This indenture bears the deletion of the earlier reference to the northern
passage way to the theatre but it is not initialled, recitation of former
description then follows deletion of 'together with the ground heretofore

used as an entry way or passage from Great Lincoln's Inn Fields to the said messuage or playhouse' and further describes, 'and now converted into dwelling houses offices warehouses chambers stables and other conveniences in the several and respective tenures and occupation of the said Joshua Peart Edmund Estcourt and John Miller David Pike John Foulkes Humphrey Bowles Esq Messrs Turner and Gallimore china manufacturers . . . Harris chinaman William Garth upholsterer and John Trotter upholsterer and their undertenants and also all that large cellar under the said premises together with all and singular other buildings. . . .



R.C.S of E., Item 17, Bundle 'E'.

25 June 1794

Indenture of Lease between Joshua Scrope on the one part
and Josiah Spode of the other part.

This indenture made the twenty-fifth day of June in the thirty-fourth year of the reign of our sovereign lord George III by the grace of God of Great Britain and France and Ireland king defender of the faith and so forth and in the year of our Lord one thousand seven hundred and ninety-four between Joshua Scrope of Lincoln's Inn Fields in the county of Middlesex Esquire on the one part Josiah Spode of Fore Street in the city of London Staffordshire potter of the other part that for and in consideration of the rent and covenants herein after recited and contained and by and on the part of and behalf of the said Josiah Spode his executors administrators assigns to be paid kept done and performed by the said Joshua Scrope hath demised leased let and to farm let and by these presents doth demise lease let and farm let unto the said Josiah Spode all that warehouse or tenement and rooms which is or are part of a certain capital messuage or building commonly called or known by the name of Lincoln's Inn Fields Old Playhouse situate lying and being in Portugal Street in the Parish of St Clement Danes in the said county of Middlesex as the same late were in the tenure or occupation of Thomas Turner and Ambrose Gallimore and are now in the tenure or occupation of the said Thomas Turner and Shore or one of them as tenants to the said Joshua Scrope and also all that the coach-house and stables and the rooms or place thereto adjoining on the back or north part thereof formerly used as a stable but now used for storing hay and straw (the door at the back or north part thereof being intended to be bricked or stopped up as high as the windows over the same which windows are to be stopped or fitted up with ground glass in order to prevent any insight into the yard and premises of

the said Joshua Scrope) and also all that long narrow room adjoining to the stable of the said Joshua Scrope on the east side thereof late in the occupation of Mr John Miller attorney and by him used as a clerks office but now in the tenure or occupation of The Society for the Improvement of Naval Architecture together with such part of the cellar now in the occupation of Messrs Stevenson and Company under the premises hereby demised as extend eastward as far as a partition wall intended to be built perpendicular to and parallel with the eastern boundary or partition of the said long narrow room (that part of the cellar on the east side of such intended partition wall together with the passage and rooms over the same as high as the roof of the said premises as also the private arched wine cellar now in the occupation of the said Joshua Scrope under the above mentioned room or place on the North part of the said premises now used as a place for storing hay and straw being reserved out of their present demise or lease, which said warehouse or tenement and premises hereby demised or intended so to be abutt towards south on Portugal Street aforesaid and contain on the South or front part thereof eighty-nine foot of assize or thereabouts and at the West end thereof abutting on the premises belonging to John Way Esquire contain in depth from South to North forty-seven foot and six inches of assize or thereabouts hence turning Eastward on the North side or back thereof forty foot of assize thereabouts and abutting on the premises of Anthony Dickens Esquire then running northwards five foot and six inches of assize or thereabouts then turning Eastward one foot of assize or thereabouts then running further northward nineteen foot of assize or thereabouts and abutting also on the premises of the said Anthony Dickens thence turning backwards the north twelve foot and three inches of assize or thereabouts abutting on the premises belonging to the Reverend Doctor Hamilton then

extending southwards five foot and six inches then returning westward four foot of assize or thereabouts and then running further southward three foot of assize or thereabouts then running eastward twenty-one foot of assize or thereabouts then further southward nineteen foot and six inches of assize or thereabouts then further eastward nineteen foot and six inches of assize or thereabouts and then returning southward at the eastern extremity thereof forty-four foot of assize or thereabouts and bounded as to the several parts last described by the premises belonging to and now in the occupation of the said Joshua Scrope as the same premises thereby demised are now partitioned off and divided (or set out and intended so to be from the other premises of the said Joshua Scrope now adjoining thereunto and are more particularly delineated and described in the plan or ground plot thereof drawn in the margin of these presents) together with all ways paths passages lights easements waters water courses profits commodities and appurtenances whatsoever in the said messuage or tenement rooms and premises belonging or in any wise appertaining or there with held occupied and enjoyed and so all the fixtures and things thereunto belonging more particularly mentioned set forth in the schedule hereunder written or hereunto annexed save and except out of this present demise or lease the use of the doorway so intended to be bricked up and the windows over the same intended to be stopped or fitted up with ground glass as aforesaid and the private wine cellar now in the occupation of the said Joshua Scrope to have and to hold the said warehouse tenement and rooms and all the singular other the premises herein before mentioned intended to be hereby demised with their and every of their appurtenances unto the said Josiah Spode his executors administrators and assigns from the twenty-fourth day of June instant commonly called midsummers day for and during and until the full end and term of twenty-one years from thence next ensuing and fully to be complete

and ended yeilding and paying therefore yearly and every year during the continuance of this demise unto the said Joshua Scrope his heirs and assigns the yearly rent or sum of two hundred and ten pounds of lawful money of Great Britain by four even and equal quarterly payments at or upon the feast days hereinafter mentioned that is to say the feast of St Michael the Archangel the feast of the Birth of our Lord Christ the feast of the Annunciation of the Blessed Virgin Mary and the feast of the Nativity of St John the Baptist in every year during the continuance of the said term the first payment thereof to begin and be made on the feast day of St Michael the Archangel now next ensuing and the said Josiah Spode for himself his executors administrators and assigns doth covenant promise and agree to and with the said Joshua Scrope his heirs executors administrators and assigns by these presents in manner and form following (that is to say) that he the said Josiah Spode his executors administrators and assigns shall and will during the continuance of this demise well and truly pay or cause to be paid unto the said Joshua Scrope his heirs and assigns the said yearly rent or sum or sum of two hundred and ten pounds on the days and the times and in the manner and form herein before mentioned for payment thereof according to the true intent and meaning of these presents except as herein after mentioned and also that he the said Josiah Spode his executors administrators and assigns or some or one of them shall and will at his or their own support uphold and keep the said warehouse tenement rooms and premises the same having been first put into good and sufficient repair by the said Joshua Scrope together with the glass windows pavements privys sinks eaves gutters and drains belonging to the said premises in by and with all and all manner of needful and necessary reparations and amendments whatsoever when where and often as need shall be or occasion require during the continuance of the present

demise save and except the roof and tiling of the said premises which is to be kept in repair by the said Joshua Scrope and save and except all casualties or damages happening by fire tempest or any other unavoidable accident and also shall be and will during the said term keep and maintain all the said fixtures and furniture and all other articles and things particularly mentioned in the schedule hereunder written in good and proper repair all just and reasonable wear being allowed and except as before is excepted and also that he the said Josiah Spode shall not nor will during the term hereby granted permit or suffer the window in that part of the premises which was formerly a stable and now a store house for hay and straw and which said window is intended to be stopped up or fitted with ground glass as aforesaid to be kept or continue a window whereby the small yard of the said Joshua Scrope may be looked into and aforesaid but shall and will keep and continue the same fitted up with ground glass as aforesaid and shall not nor will permit the same or any window or aperture to continue whereby the said yard of the said Joshua Scrope may be in any manner overlooked as aforesaid by the said Josiah Spode his executors administrators or his or their servants or assigns the great window on the staircase leading up to the said warehouse only excepted and the said warehouse or tenement rooms and premises being so well and sufficiently repaired and held supported glazed and amended as aforesaid and the said fixtures and furnitures and all other goods and things thereby demised so kept in good and proper repair except as aforesaid that the end of the said term of twenty-one years of the said Joshua Scrope his heirs and assigns shall and will peacefully and quietly leave surrender and yeild up except as aforesaid and further that it shall and may be lawful to and for the said Joshua Scrope his heirs and assigns and his or their agents with workmen or others in his or their company or companies or without from

time to time and at all times during the continuance of this demise at reasonable times in the day time to enter and to come into and upon the said demised premises or any part thereof there to view search and see the state and condition of the reparations of the same and of all defects defaults and wants of reparation then or therefound to give or leave notice or warning in writing at or upon the said demised premises to or for the said Josiah Spode his executors administrators assigns for repairing or amending the same within the time or space of three calendar months next after every and any such notice or warning within which said space or time of three calendar months next following every or any notice or warning to be given or left as aforesaid he the said Josiah Spode his executors administrators assigns or some one of them shall and will well and sufficiently repair and amend any defects defaults and wants or reparation accordingly except as before is excepted and likewise the said Josiah Spode his executors administrators assigns shall not or nor will at any time or times hereafter during the continuance of the said term hereby granted convert or cause to be converted the front of the said warehouse or tenement rooms and premises next Portugal Street aforesaid or any part thereof into a shop or shops for exercising or carrying on any retail trade except that of a potter or china man nor demise let transfer or assign the same demised premises or any part thereof or any part of the said term to any person or persons who shall use exercise follow or carry on the trades of butcher baker slaughter man tallow chandler wax chandler melter of tallow soap maker tobacco pipe maker tobacco pipe burner sugar baker fishmonger dyer common brewer distiller farrier blacksmith chemist upholsterer undertaker cabinet maker carpenter vintner victualler of any of them or any other nauseous or offensive trade or business whatsoever upon the said demised premises or any part thereof during the continuance of this lease or term thereby granted nor shall nor will assign or transfer

this present indenture or demise or lease and the premises thereby granted to any person or persons whomsoever without the licence and consent of the said Joshua Scrope his heirs or assigns in writing that purpose first had and obtained provided always that if it shall happen the said yearly rent and sum of two hundred and ten pounds or any part thereof shall be defined and unpaid by the space of thirty days next after either of the said feast or days on which the same ought to be paid as aforesaid being lawfully demanded or if the said Josiah Spode his executors administrators or assigns or any or either of them shall at any time during the continuance of this demise use or exercise or cause permit or suffer to be used or exercised in or upon the said hereby demised premises or any part thereof or either of the trades arts or occupations which he and they are in or by these presents restrained from shall assign or transfer this present indenture of demise or release of the premises thereby granted to any person or persons whomsoever without the licence or consent of the said Joshua Scrope his heirs assigns aforesaid then and in either of the said cases it shall and may be lawful to and for the said Joshua Scrope his heirs or assigns into the said warehouse or tenement rooms or premises thereby demised or into any part or parcel thereof in the name of the whole wholly to re-enter and the same to have again retain repossess and enjoy as in his or their first or former estate and the said Josiah Spode his executors administrators and assigns and all other occupiers of the said premises there out and from utterly to expell put out and remove anything contained to the contrary thereof in any wise notwithstanding and the said Joshua Scrope for himself and his heirs executors administrators and assigns doth covenant promise and agree to and with the said Josiah Spode his executors administrators and assigns by these presents that he the said Joshua Scrope and his heirs executors administrators or assigns shall and will and at all times hereafter during the continuance

of this demise bear sustain pay and discharge the land tax and other taxes charges impositions rates and duties whatsoever parochial or otherwise which now is or are or shall or may be taxed charged imposed or assessed upon the said warehouse or tenement rooms and other the premises aforesaid or any part thereof or on the yearly rent hereby recited and that he the said Josiah Spode his executors administrators and assigns paying the said yearly rent of two hundred and ten pounds except as hereinafter excepted and performing all and every the covenants and agreements herein before contained which on his and their part or parts on behalf of or ought to be paid done and performed according to the true intent and meaning of these presents shall and lawfully may peaceably and quietly have hold and occupy possess and enjoy the said warehouse and tenement rooms and other the premises hereby demised for and during the continuance of this demise without any lawful let suit trouble hindrance eviction ejection molestation interruption or denial of or by the said Joshua Scrope his heirs or assigns or of or by any other person or persons whomsoever lawfully claiming or to claim by from or under him them or any of them and lastly it is hereby also declared and agreed by and between the said parties to these presents that until the said Josiah Spode his executors administrators and assigns shall be put into possession of the cellar underneath the said messuage or tenement and rooms hereby demised now in the occupation of the said Messrs Stevenson & Company that he the said Joshua Scrope his heirs and assigns shall and will make an allowance or abatement to the said Josiah Spode in or out of the said yearly rent or sum of two hundred and ten pounds after the rate of thirty pounds per annum and so in proportion for and a greater or less time until possession thereof is given to the said Josiah Spode his executors administrators and assigns according to the true intent and meaning of these presents is witnessed whereof the said parties to these presents their hand and seals have hereunto set the day and year first above written.

The schedule to which the above written indenture refers

Two pair of stairs

Room left hand, a stock lock and key to inside of the door one
bolt and two bolts to outside

Front room, a large draw back lock to door no key, a latch and a
bolt to ditto, a stove set in brickwork

Right hand room, a lock and key to door; inner room, an iron lock
and key to door, a brass lock and key to ditto

On small staircase, an iron grate fitted in brickwork

Closet on staircase, a lock and key to door, two shelves fixed
with brackets

One pair of stairs

Room right hand, a lock and key to a door

a lock and key to door on landing of small staircase

Small bedroom, a glass door with bolt, lock and key to small door

Large bedroom, a glass door with lock and key to ditto, a double
door with ditto, and iron grate fixed in brickwork

Front room, an iron grate fixed in brickwork, a door with iron lock
and key a brass knob latch and two bolts inside of ditto

Ground floor

Kitchen, iron range fixed, a draper with two drawers and potboard
four shelves over ditto

a closet with lock and key and two shelves as in ditto

a closet with lock and key and two shelves fixed two closets
over ditto with locks but no keys, seven shelves fixed

a sink lined with lead and a shelf over ditto, and a glass
door with brass lock and key

Parlour, a grate fixed brass lock and key to door

Passage, a door with brass lock and key a glass door with ditto

Right hand room, a glass door with shutter an iron lock and key to
ditto two bolts to ditto

Street door, a large lock and key to ditto two bolts ditto and a
brass knocker

R.C.S. of E., Item 19, Bundle 'E'

26 & 27 Feb. 1802

Indentures by which Josiah Spode (now of Fenton, in the parish of Stoke, Staffs.) Esq. pays £2,600 (i.e. the £2,100 mortgage to John Darby and a further £500 that Scrope (formerly Peart, now of Bath) borrowed from John Darby) to buy the freehold of the whole Warehouse (formerly Playhouse) premises, including ground used as entry from Great Lincoln's Inn Fields but now built upon.

Extract, describing the premises,

all that great messuage or tenement formerly used as a playhouse called the New Theatre situate in Portugal Street Lincoln's Inn Fields in the county of Middlesex now in the occupation of Josiah Spode or his under-tenants or assigns and all that messuage or tenement heretofore used as dressing rooms adjoining to the north side of the said great messuage or playhouse and therewith usually occupied and enjoyed together with the ground heretofore used as an entry way or passage from Great Lincoln's Inn Fields to the said great messuage or playhouse but now built upon and also all those buildings rooms and apartments formerly used as sheds or shops or coffee houses and the shed heretofore used for a passage into the said playhouse adjoining to the south side thereof all which said premises are situate lying and being in Little Lincoln's Inn Fields in Portugal Street aforesaid and have been some time since converted into and used as dwelling houses offices warehouses chambers stables and other conveniences and were in the year 1782 in the several and respective occupations of Joshua Scrope Edmund Estcourt John Miller and David Pike John Foulkes Humphrey Bowles Esq Messrs Turner and Gallimore together with all singular other buildings chambers rooms warehouses shops cellars grounds yards ways passages . . .

R.C.S. of E., Item 28, Bundle 'E'

25 May 1795

Indenture of lease: Joshua Scrope (formerly Peart) leases to Josiah Spode this house (No. 37 Portugal Row) and the 'Coachhouse and stable and the several rooms there adjoining or belonging on the back or south part (of it) abutting on Portugal Street . . . being part of what was usually called the Old Play House', late occupied by Scrope, which, with the other premises leased by Scrope to Spode 25 June 1794 comprised the whole premises belonging to Scrope and the cellar under premises and all ways etc.

R.C.S. of E., Item 29, Bundle 'E'

24 & 25 March 1802

Spode pays off the mortgage (Items 26 & 27 in Schedule) on No. 37 Lincoln's Inn Fields (as he had done on Warehouse in Item 19, above, so now owns both properties together).

R.C.S. of E., Item 40, Bundle 'E'

16 February 1848

Conveyance from Mr Ald W.T. Copeland to Royal College of Surgeons of England

Extract

Property described as follows,

All that freehold messuage dwelling house or tenement situate in Portugal Row being on the south side of Lincoln's Inn Fields in the parish of St Giles in the county of Middlesex and No. 37 together with the court or area in front the said dwelling house formerly in the tenure or occupation of Joshua Scrope since of Josiah Spode or William Spode his son afterwards the said Josiah Spode senior and now in the tenure or occupation of the said William Taylor Copeland and also all those warehouses buildings chambers and offices in the rear of the said messuages or dwelling house and fronting Portugal

Street being partly in the parish of St Giles and partly in the parish of St Clement Danes in the county of Middlesex . . . used as shops and warehouses for the sale of china etc. . . . and successively occupied by the respective firms of Spode and Copeland Spode Copeland and Son and Spode and William Taylor Copeland together with the stable and out buildings and all other conveniences and appurtinances to the said last mentioned premises belonging all which said messuage buildings premises lastly hereinbefore described and parts thereof were formerly used as a playhouse called the New Theatre with dressing rooms coffee house and other buildings thereto appertaining and formerly known and described as all that great messuage or tenement used as the New Theatre and all that house or tenement heretofore used for dressing rooms adjoining to the north side of the said great messuage or playhouse and therewith usually occupied and enjoyed together with the ground heretofore used as an entry way or passage from Great Lincoln's Inn Fields to the said messuage or playhouse but now built upon and also all those buildings rooms and apartments formerly used as sheds or shops or coffee houses and the shed heretofore used as a passage into the said playhouse adjoining to the south side thereof all which said premises situate lying and being in Little Lincoln's Inn Fields in Portugal Street aforesaid and have been some time since converted into and used as dwelling houses offices warehouses chambers stables and other conveniences and were in the year 1782 in the several and respective tenures and occupations of Joshua Scrope etc. . . .

Garrick Club, 'Playhouses, theatres and other places of public Amusement
in London etc.,' Vol. II, p. 90 and p. 90v.

MS. Description of the Duke's Theatre, Portugal Row, Lincoln's Inn Fields,
1757

This theatre which had, except for a few private plays been neglected from the time the building of Covent Garden was still inhabited by a man and his wife who were we presume placed there to prevent dilapidations and trespasses, the man was a carpenter who occasionally had his work bench upon the stage and the woman used to dry her linen in the clouds: at the period we are speaking of, a period which we well remember, the interior of the house had suffered but little from the lapse of years in comparison to what might have been expected. The stage was in its whole length and extent tolerably perfect, the traps would still operate. Some of the wings were standing and one of the doors; the stage boxes were still to be seen, the flies were tolerably perfect, and even the thunder trunk, although probably broken in consequence of elementary concussions (which it had long endured) might be traced. The orchestra was except to seats perfect and many of the spikes which separated it from the stage were remaining. The benches of the pit had been removed, the front and side boxes seemed to have suffered more than any other part of the house, they were indeed filled with lumber consisting of old scenery, planks etc. The first and second galleries both of which were by the bye most admirably calculated to command a view of the stage were (except that many of their

90v. benches had been removed) in a tolerable state in fact as far as we can recollect from the general appearance of this theatre it seemed exactly in the state that it might have been supposed to have been in after a complete riot or as we now say a 'row', tho' we must observe that it was not near so much deranged as Covent Garden after the half-price deprecators had

exerted their rage upon its beautiful interior, or as we have heard that Drury Lane exhibited after the riot occasioned by the French dancers. In the theatre in Lincoln's Inn Fields at the time the green room and dressing rooms were still to be seen and another which was we think called the matted room [it] apart we believe for the reception of figure dancers, pantomimists etc. These rooms served as habitations for its few inmates. In size altho' it is difficult to judge of an empty theatre it did not seem larger than the present in the Haymarket but it was built upon the plan of Old Drury so much commended by Cibber that is to say that the stage stretched itself to nearly to the centre of the house greatly to the diminution of the pit but still more to the advantage of the audience and the actors.

Nottingham University Library

Portland (Holles) MS. Pw 2.571, f.64, Vanbrugh-Subscribers' Covenant

We whose Names are underwritten, do Promise to pay One hundred Guineas each, towards the building a New Theatre in or near the HayMarket, at four equall Payments. Vizt: The first, upon the Signing the Lease for the Ground; The Second, when the Walls are Twenty Feet high; The Third, when they are carryed up to the Roof, and the Fourth, when the Building is Cover'd. And we do consent and Agree, That if any One of us, Shall fail to make the said Payments accordingly (or at farthest, within three months after the time mention'd) He shall lose his Claim of Seeing all Plays and Operas Gratis & which by an Instrumt: deliver'd to him by the Undertaker, he is Otherwise entitl'd to.

Somerset, Devonshire, Richmond, Newcastle, Lindsey, Bolton, Carlisle,
 Darwentwater, Kent, Cholmondeley, Bedford, Hallifax, Essex, P. Bertie,
 Manchester, Edw. Coke, Kingston, Grafton, Cornwallis, Edmd Dunch, Hervey,
 Hartington, Conway, Wharton, Abingdon, Ormond, Woodstock, Kildare,
 Edm. Denton.

BL Cavendish Loan MS 29/237 f. 7,

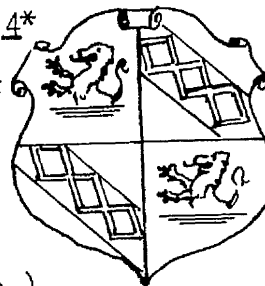
Article of Agreement, Vanbrugh & Duke of Newcastle.

Whereas I John Vanbrugh of Whitehall in the County of Middlesex Gent.
have purchased a certain piece or parcel of ground in the Parish of St
James's Westminster with intent upon the said ground to Erect and Build
a Theatre; And whereas . . . His Grace John Duke of Newcastle* . . .
hath agreed and subscribed to the payment of one hundred guineas to me
the said John Vanbrugh towards the building thereof, In consideration of
which said hundred guineas He the said . . . Duke of Newcastle* . . . is
entitled to ye liberty of the House when built (for himself only) to see
all Plays and Operas gratis, that shall be performed on the account of
the Company of Players or Musicians who shall rent it of the Undertaker
or his assigns.

And it is also agreed upon the aforesaid condition of one hundred
guineas, paid to me the said John Vanbrugh, That the said House shall be
applyed to any particular use of Entertainment by Musick or otherwise, for
the space of ten days each year, to be disposed of as by the Majority of
the Subscribers (or any number appointed by that majority) shall be direc-
ted. Notice being given to me the said John Vanbrugh or my assigns ten
days before they shall have occasion for the said Theatre. In pursuance
of which said Agreement and condition I the said John Vanbrugh do for my-
self my Executors Administrators and assigns promis and agree to and with
the said . . . John Duke of Newcastle* . . . That I will not let or demise
the said Theatre to any person or persons whatsoever wth out reserving to
the said . . . John Duke of Newcastle* . . . The liberty of seeing plays
and operas gratis as above mentioned, and the aforesaid liberty to the
subscribers or the Majority of them, of the ten days use each year of the
said theatre.

And for the True performance of all the covenants herein contained
on my part I doe hereby bond myself my heirs Executors and Administrators
to the said . . . John Duke of Newcastle* . . . in the penal sum of Two
hundred pounds In witness whereof I have hereunto set my hand and seal
the . . . Eighth* . . . day of . . . May* . . . in ye third year of the
Reign of our Sovereign Lady Anne by the Grace of God of England, Scotland
and France Ireland Queen defender of the Faith Anno Dom 170 4*

John Vanbrugh
(signature)



John Tidcombe) (Signatures)
Willm Congreve)

Sealed and delivered (this paper being
stamped with two sixpenny stamps) in
the presence of*

BL Cavendish Loan, MS 29/237 f. 71 verso,

May the 9th 1704, Rec'd Five and Twenty Guineas for the first Payment
of the within mention'd Subscription

Pd

John Vanbrugh.
(Signature)

Note.

The article is written in a clerk's hand but the particulars
added and marked here by an asterisk are in another hand which
I suggest is that of Vanbrugh. The verso note is also in
Vanbrugh's hand.

f. 72v.

Mr Vanbrook's Article Whereby he grants My Lord Duke of
Newcastle diverse privileges in the intended Theatre to
be built in the Haymarket -

In Consideration of 100 Guineas.

Queen's Theatre in the Haymarket

A Short Biographical Account of the Subscribers named in the Covenant.

Abingdon, 1670-1743;

Bertie, James; 3rd Earl of Abingdon; Privy Councillor, 1702-5; Constable of the Tower of London; all offices taken from him in 1705, re-instated 1710.

Bedford, 1680-1711;

Russell, Wriothesley; 2nd Duke of Bedford, succeeded 1700; 1695 made the Grand Tour after marriage, income from the Drury Lane Theatre ground rent, £80 p.a.

Bertie, 1663-1711;

Peregrine, son of Robert, 3rd Earl of Lindsey; brother to 4th Earl infra; Vice-Chamberlain; 'Vice' in the Vanbrugh correspondence; probably the treasurer to the subscribers; P.C.

Bolton, 1661-1722;

Paulet, Charles; 2nd Duke of Bolton; succeeded to title 1699; P.C.; Lord Chamberlain of the Household to Queen Mary, 1692; Vice-Admiral of Hampshire; Lord Justice of Ireland; P.C., Queen Anne; Vice-Admiral, Lord Lieut. of Dorset and Southampton.

Carlisle, 1674-1738;

Howard, Charles; 3rd Earl of Carlisle, succeeded in 1692; Earl Marshall of England, 1701-1706; P.C., 1701; 1st Lord of the Treasury, Dec 1701 to May 1702; magnate and politician. Brother-in-law to Essex infra, married Anne, daughter of Arthur Capel, 1st Earl of Essex. Vanbrugh began Castle Howard in 1700. Member of the Kit-Cat Club.

Cholmondley, 1663-1725;

Hugh, Viscount Cholmondley of Kells, 1681; Baron Cholmondley of Nantwich, 1689; Viscount Malpas and Earl Cholmondley, 1705; P.C., 1705; Comptroller of the Queen's Household, 1708; 1713 removed from offices, George I re-instated him. Vanbrugh involved in building Cholmondley House.

Coke, 1677-1707;

Edward, of Holkham; father to the 1st Earl of Leicester.

Conway, 1679-1732;

Seymour-Conway, Edward; 2nd son of Sir Edward Seymour Bt; Earl of Conway, 1683; took the name of Conway after Seymour, created Baron Conway of Ragley, 17 March 1703; created Baron Conway of Killultagh, 28 June 1703.

Cornwallis, 1674-1722;

Charles, 4th Baron Cornwallis of Eye, 1698; Lord Lieut. of Suffolk, 1689-1703; M.P.; politician; Commissioner of Greenwich Hospital; Member of the Kit-Cat Club.

Darwentwater, 1670-1705;

Radcliffe, Francis; styled Viscount Radcliffe, 1688-1697; succeeded 2nd Earl of Darwentwater, 1697; married Mary Tudor, daughter of Charles II and Mary Davis, actress.

Denton,

Edmund, 1st Baronet; M.P. for Buckinghamshire 1701.

Devonshire, 1641-1707;

Cavendish, William; succeeded 4th Earl of Devonshire, 1684; created Marquess of Hartington, 1694; Duke of Devonshire, 1694; magnate and politician; built Chatsworth decorated by Thornhill; wife daughter of James, Duke of Ormond.

Dunch, 1657-1719;

Edmund, descendant of Oliver Cromwell, Master of the Royal Household under Queen Anne and George I, politician. Kit-Cat Club Member.

Essex, 1670-1710;

Capel, Algernon; 2nd Earl of Essex, 1683; Deputy Earl Marshall of England, 1703; Soldier; wife, Anne, eldest daughter of the Earl of Portland. Kit-Cat Club Member.

Grafton, 1683-1757;

Fitzroy, Charles; 2nd Duke of Grafton; grandson of Charles II by Duchess of Cleveland; succeeded Duke of Grafton, 9 Oct 1690; Captain of Troop of Horse, 1703; married Isabella, 1st daughter of the Earl of Arlington; went to Italy 1700; returned 1704; Lord Lieut. of Suffolk, 1705. Member of the Kit-Cat Club.

Halifax, 1661-1715;

Montague, Charles; 1st Earl of Halifax; created Baron Halifax 13 Dec 1700; 1st Lord of the Treasury, 1697-1699; 1695-1698, President of the Royal Society; Commissioner of Greenwich Hospital; financier and politician; patron of Congreve, Addison and Prior. Kit-Cat-Club Member.

Hartington, 1673-1729;

Cavendish, William; styled Lord Cavendish, 1684-1694; Marquess of Hartington, 1694-1707; succeeded 2nd Duke of Devonshire, 1707; M.P. Member of the Kit-Cat Club.

Hervey, 1666-1751;

Hervey, John; Baron Hervey of Ickworth, 1704; 1st Earl of Bristol, 1714; M.P.; held shares in Dorset Garden Theatre.

Kent, 1664-1740;

de Grey, Henry; succeeded to 11th Earl of Kent, 1702;
 Lord Grey of Ruthyn, 1664-1702. Lord Chamberlain of the
 Household, 1704-1710; Duke of Kent, 1710; brother-in-law,
 Bentinck in 1729.

Kildare, 1661-1707;

John, 18th Earl of Kildare, Irish Peer; Protestant lived
 in England near Oxford.

Kingston, 1665-1726;

Pierpont, Evelyn; succeeded to title 5th Earl of Kingston,
 1690; created Marquess of Dorchester, 1706; Duke of Kingston,
 1715; magnate and politician; married 5th daughter of Portland,
 1714; daughter, Lady Mary Pierpont later Lady Mary Wortley
 Montague. Member of the Kit-Cat Club.

Lindsey, 1660-1723;

Bertie, Robert; succeeded to title 4th Earl of Lindsey, 8 May
 1701; succeeded Lord Willoughby de Eresby, 1666-1701; Marquess
 of Lindsey, 1706; Duke Ancaster and Kesteven, 1714; Lord Great
 Chamberlain of England; P.C.; F.R.S.; Commissioner for
 Greenwich Hospital; Vanbrugh and Thornhill at Grimsthorpe, 1723;
 note in Thornhill Sketchbook, p. 63 recto, could relate to work
 done in Lindsey House, Lincoln's Inn Fields, c. 1704.

Manchester, 1662-1722;

Montague, Charles; 1st Duke of Manchester, 1719; styled
 Viscount Manderville, 1671-1683; succeeded to title 4th Earl
 of Manchester, 1683-1719; P.C., 1693-1702; magnate and diplomat,
 Vienna 1697-1698, Paris 1701, Venice 1706-1708. Introduced
 Pellegrini and Marco Ricci, Vanbrugh rebuilt Kimbolton. Member
of the Kit-Cat Club.

Newcastle, 1663-1711;

Holles, John; Earl of Clare and Baron Houghton, 1666-1689;
created Marquess of Clare and Duke of Newcastle, 1692;
Commissioner for Greenwich Hospital; Lord Keeper of the
Privy Seal, 1705; P.C.; family owned site of the Gibbons'
Tennis Court and the later Vere St. Theatre. Vanbrugh built
Nottingham Castle.

Ormond, 1665-1745;

Butler, James; 2nd Duke of Ormond, soldier; Governor Gen.
of Ireland, 1705.

Richmond, 1672-1723;

Lennox, Charles; 1st Duke of Richmond and Lennox; son of
Charles II and Louise de Kerouaille, (Duchess of Portsmouth);
created Duke of Richmond, 9 Aug 1675; Duke of Lennox, Sept.
1675; Lord of the Bedchamber to George I; inherited Kildare's
land in 1707. Member of the Kit-Cat Club.

Somerset, 1662-1748;

Seymour, Charles; 6th Duke of Somerset, 1679; Chancellor of
the University of Cambridge, 1689; Speaker of the House of
Lords, 1690; Commissioner of Greenwich Hospital, 1695; Lord
President of the Council, 1702; Master of Horse, 1702-1712.
Member of the Kit-Cat Club.

Wharton, 1648-1716;

Wharton, Thomas; 1st Marquess; styled Hon. Thomas Wharton Esq.,
1658-1689; succeeded to title 5th Baron Wharton, 1696; Controller
of the Household, 1689-1702; Commissioner of Greenwich Hospital;
politician. Member of the Kit-Cat Club.

Woodstock, 1681-1726;

Bentinck, William Henry; styled Viscount Woodstock, 1689-1709;
father was the Earl of Portland.

P.R.O., LC 5/154, p. 35.

14 Dec 1704.

Anne R. Licence for a New Company of Comedians.

Whereas We have thought fitt for the better reforming the Abuses, and Immorality of the Stage That a New Company of Comedians should be Establish'd for our Service, under stricter Government and Regulation than have been formerly

We therefore reposing especiall trust, and confidence in Our Trusty and Wellbeloved John Vanbrugh and Willm Congreve Esqrs for the due Execution, and Performance of this our Will and Pleasure, do Give and Grant unto them the said John Vanbrugh, and Willm. Congreve full power and Authority to form, constitute, and Establish for Us, a Company of Comedians with full and free Licence to Act and Represent in any Convenient Place, during Our Pleasure all Comedies, Tragedys Plays, Interludes Operas, and to perform all other Theatrical and Musical Entertainments whatsoever and to settle such Rules and Orders for the good Government of the said Company, as the Chamberlain of our Household shall from time to time direct and approve of Given at our Court at St. James this 14th day of December in the third year of Our Reign.

By her Majestys Command

Kent

P.R.O., L.C.C.R.O. E/WOO/1

4 Aug 1703

Woolley to Vanbrugh

1. Francis Woolley, citizen and glover.
2. William Woolley, citizen and haberdasher.
3. John Vanbrooke alias Vanbrugh of City of Westminster Esq.
4. Nicholas Hawksmore of Kensington, gent.

Reciting, 1. Lease of 21 June 1690 by Edward Wayne, gent., to Gervas Turner coachman . . . of a parcel 34'6" in front towards the Haymarket east and 40'0" backwards towards the great coach house . . . Market Lane south adjoining a tenement lately built by Hugh Marchant west and to the White Horse north being in a place called Phoenix Yard in the Haymarket in the parish of St. James Westminster (with other premises) . . . for a term of 22 years as from next feast of the nativity of John the Baptist

2. Assignment of 24 June 1692 by Turner to John Brett apothecary of above premises with the liberty to erect any buildings etc., dig vaults etc. . . .

3. Lease of 28 June 1692 by William Woolley to John Brett the above parcel with buildings erected or to be erected . . . to hold from the feast of the nativity of John the Baptist for 27 years at £24 p.a. rent.

4. Assignment of 25 Dec 1692 by John Brett to Gervas Turner the two above leases and the messuages and tennements therein and those 3 new erected houses lately built by John Brett on the premises.

5. Assignment of 30 Apr 1694 by Gervas Turner to Thomas Saunders citizen and dyer the said lease and assignment of the messuages and buildings thereby let also the 3 new erected messuages subject to condition for making void the same on payment of £316. 10s 0. at certain times long since past by which the mortgage becomes absolute.

6. Assignment 30 Apr 1695 between (1) Turner, (2) Saunders, (3) Wm and Francis Woolley, whereby the above lease, buildings etc. were transferred to Francis Woolley

Now, in consideration of 5s to Francis Woolley from Hawkesmore the former with the consent of William Woolley and at the nomination of John Vanbrooke assigned to Hawkesmore all the above parcel and messuages for the residue of the terms above . . . in trust for John Vanbrooke and subject to rents acts etc. reserved in the indenture of even date made between (1) Adam Woolley, (2) Wm Woolley, (3) John Vanbrooke & Carleton Vanbrooke alias Vanbrugh,

Signed, Francis Woolley, William Woolley, John Vanbrooke.

Witnesses, Thomas Prince, Daniel Hall and W. Williams.

06/338/78

14 Aug 1703

Vanbrugh v. Holford

Vanbrugh Bill of Complaint.

Vanbrook or Vanbrugh having a design to erect a fabrick or building on the ground called Phoenix Yard in the Haymarket in the parish of St James did enter into a treaty with William Woolley, citizen and haberdasher for the purchasing his interest in the said yard but your orator perceiving that the said yard was not large enough for the buildings which your orator intended to erect upon the same yard, and being informed that Thomas Holford citizen and baker of London was possessed of an interest in for a long term of years of certain houses buildings and grounds lieing between the said yard called Phoenix Yard and the Haymarket part of the said houses buildings and grounds of the said Thomas Holford being in the possession of Browne at the yearly rent of £46 other part thereof in the possession of Vanskewes at the yearly rent of £28 other part in the possession of Peter Duffey at the yearly rent of £18 another part in the possession of Mrs Sells at £14 and another part Brundy at the yearly rent of £14. All the said houses and buildings belonging to Thomas Holford being old and ruinous and in great decay and not likely to stand any long time and Vanbrugh being informed that Holford was assigning over or selling his interest in his said houses buildings and ground at a yearly rent and finding that the said ground was very convenient for the design Vanbrugh in or about the month of May last past entered into a treaty with Holford for taking an assignment or purchasing a lease of Holford's interest the same promised at a certain rent and did deffer entering into any agreement with William Woolley for his interest in the ground called Phoenix Yard until Vanbrugh should come to a perfect agreement with Thomas Holford for his interest in the intended building upon the same whereupon Vanbrugh after some time spent in a treaty between Vanbrugh and Thomas Holford (at which

treaty Mr John Mould attorney at law being agent for Thomas Holford was generally present did come at length to a full and complete agreement with Thomas Holford concerning the said ground which agreement was reduced into writing and was drawn by Thomas Holford's own attorney he being entrusted by Vanbrugh to draw the same and the said writing when drawn was signed by both Holford and Vanbrugh and does consist of the words or to the effect hereinafter mentioned to wit that Mr Holford demise the premises to Mr Vanbrooke for all his term except a month at £80 per annum That Mr Vanbrooke give security for payment of £200 at the end of three years in case Mr Vanbrooke do not obtain a concurrent lease to make up Mr Holford's term 99 years that Mr Holford receive the quarters rent due at Midsummer next that Mr Vanbrooke get the tenants out at his costs Mr Holford doing his best assistance towards it and allow towards it £10 out of arrears of rent of the four houses that Mr Browne the present tenant may be made privy to this agreement that hereby he may have more pretence on Thomas Holford but that matters may be settled between Mr Vanbrooke and Browne and his lease be delivered up to Mr Holford to be cancelled 7th June 1703 witnessed John Mould as by the said agreement now in Mr Vanbrook's custody and to which Vanbrugh for greater certainty doth in every respect refer himself may more fully and at large appear and Vanbrugh further dependent upon the said Holfords performance of this agreement so made by him with Vanbrugh and having no reason in the least to suspect his compliance with Vanbrugh did thereupon proceed in his treaty with William Woolley and others for the purchase of the said ground and buildings called the Phoenix Yard and did at length come to full agreement concerning the same and accordingly for and in consideration of £700 paid down by Vanbrugh in manner following £600 part thereof unto William Woolley and of the yearly rent of £50 to be payable yearly out of the same premises by Vanbrugh unto or in trust for the said William Woolley and to the said William

Woolley and others interested in the said yard called Phoenix Did by good covenants and assurances in the law convey over the same unto Vanbrugh as by the conveyance now in Vanbrugh's custody may more fully and at large appear and £100 residue of the said £700 Vanbrugh did truly and bona fide pay unto Browne being an under tenant of part of the same premises in Phoenix Yard for his surrendering unto Vanbrugh of an under lease so made to him of the same premises which surrender was accordingly made and executed by the said Browne unto Vanbrugh Whereupon Vanbrugh having obtained such conveyances of the said Phoenix Yard from William Woolley as aforesaid and the said Thomas Holford having brought or caused to be brought before Vanbrugh's council the writing related to the title of the ground houses buildings standing and being betwix the said Phoenix Yard and the Haymarket and which were agreed to be demised to the said Vanbrugh by Thomas Holford Vanbrugh having been at the charge of procuring draughts to be drawn by Vanbrugh's counsel for the demising and conveying unto Vanbrugh the said ground houses and premises included in the above written agreement (all which was done by the approbation and direction of Thomas Holford who from time to time did desire and direct that the draughts should be expedited He Thomas Holford and his son and also his attorney often coming to Vanbrugh's counsel to give instructions concerning the said draughts and often desiring that the same might be hastened) Vanbrugh had no reason to doubt but the said Holford would have long before this time performed his contract so made by him with Vanbrugh But now so it may please your Lordship that Thomas Holford combining and confederating himself together with diverse other persons as yet unknown unto Vanbrugh whose names once known may be made defendants in a Bill aptly worded charging them all for endeavouring to deprive and defeat Vanbrugh of his benefit of contract and agreement so made by him as aforesaid. He the aforesaid Thomas Holford having by some measures or other gained some information that the said written agreement was not delivered into Vanbrugh's hands or that the same was lost or

mislaid and that it could not be produced in evidence by Vanbrugh against him and having likewise discovered that Vanbrugh had bought in William Woolley's interests in the yard and that Vanbrugh had paid his purchase money from the same and likewise that such Vanbrugh purchase of the said premises called Phoenix Yard would be entirely useless unto Vanbrugh and altogether ineffectual for the carrying on of Vanbrugh's intended building unless Thomas Holford would make such leases or conveyances unto Vanbrugh of the said ground houses buildings situated between Phoenix Yard and Hay-market pursuant to his said agreements He the Thomas Holford out of a design and of an interest unjust and oppressive advantages of Vanbrugh as well as the supposed loss of the said written agreement as also of Vanbrugh's honesty of taking the said lease for the said Thomas Holford doth now refuse to stand to his said agreement with Vanbrugh He Thomas Holford sometimes pretending that he never made any such agreement as aforesaid with Vanbrugh and at other times insisting that in case Thomas Holford hath made any such agreement with Vanbrugh yet he is not bound thereby and doth absolutely refuse to perform the same unless Vanbrugh will pay some extravagant and unreasonable sum or sums unto the said Holford as a reward for his doing of that which he hath by writing under his own already obliged himself to perform. By which unjust dealings of the kind Thomas Holford Vanbrugh hath not only been prevented beginning his building upon the premises this season and by that means has lost one years rent of his said intended building which Vanbrugh doubts not to prove but according to moderate computation will amount to the sum of £1000 but Vanbrugh hath likewise left upon his hand a great purchase of several old and rotten buildings being the said premises called the Phoenix Yard aforesaid without knowing how to turn them to any advantage and at the same time Vanbrugh is to continue liable to pay a considerable ground rent for the same unto or in trust for the said William Woolley so that Vanbrugh

hath been put to very great damages by reason of the said Holford's non performance of his said agreement and those damages will from time to time be increased by how much longer the said Holford doth defer the execution of a lease unto Vanbrugh pursuant to the agreement intended consideration of the premises and for that Vanbrugh witnesses who could prove the truth of all and singular the premises are either dead or beyond the seas or in places so remote or unknown unto Vanbrugh so that Vanbrugh hath no means to discover the truth of all and singular the premises without the corporal oath of the said Thomas Holford and others the confederates whom discovered and for that Vanbrugh hath no means otherwise than in a court of Equity to compel a specific performance of the said agreement so made by Thomas Holford and Vanbrugh and for that his premises consist entirely in matters of fraud and oppression and are therefore properly shown and relievable in a court of Equity to the end therefore that Thomas Holford and other confederates when discovered may true and perfect answer make to all and singular the premises and that as fully and particularly as if the same were again reported and particularly interrogated is the prayer of Vanbrugh . . .

[He then proceeds to set out all the above points but in reverse order in the form of an interrogation] . . .

Peer Williams

11th Aug 1703

13 Oct 1703

Vanbrugh v. Holford

Holford Answer

He and his trustee Wm Hunt are possessed of the said premises for a term of years under leases held by Mr Browne £46 p.a. Mr Vanskews £27. 10. 0. p.a. Mr Duffey £17. 10. 0. p.a. Mrs Sells £13. 10. 0. and Mr Brundy £14. 0. 0. four messuages and a stable in Haymarket Street. Wm Woolley tenants late in tenure, Martin Fogg Wm Jackson Ric. Turlington and Thos Grounds and so much of $8\frac{1}{2}$ ' ground which lies before the excepted premises next the Haymarket. Agreed that Thomas Holford should lease premises to John Vanbrugh at £80 p.a. John Vanbrugh to obtain a further lease of the premises from the ground land lord, Lord St. Albans of the Crown, to Thomas Holford from the expiry of Thomas Holford's present term to make up the term of 99 years or in default of obtaining same within three years he was to pay Thomas Holford £200. Thomas Holford ready to perform his covenant if John Vanbrugh gives security for payment of £200 and also wants insertion in the lease of covenant that John Vanbrugh shall keep premises 'in tenantable repair'.

Thomas Holford denies that the houses are ruinous and asserts that several have been new built within the last 12 or 14 years.

Thomas Holford claims that John Vanbrugh by his own showing possesses the agreement in despite of denial refusing to perform the agreement unless for a large sum of money Thomas Holford has interest in the said premises in the name of his trustee William Hunt the residue of 22 years from Michaelmas 1690 and in his own name the residue of 29 years from Michaelmas 1691 also an entail future term of 20 years from Michaelmas 1720.

John Vanbrugh has told Thomas Holford that his brother, John Vanbrugh's, would be security with him for the £200 but has not asked his brother to do so and Thomas Holford would not accept his brother as security if offered 'being informed that the plaintiff's said brother was a single man and noe

house keeper and no more than a lodger'. Furthermore John Vanbrugh 'hath lately informed this defendant that he intended to pull down a great part of this defendant's buildings and houses and to convert the same into a part of a playhouse and thereby alter the nature and estate and buildings which this defendant is advised ought not to be done'.

C10/507/78

21 June 1704

Petition of Thomas Holford and Wm Hunt (Abstract)

Recites indenture of 1 Nov 1684 describing four messuages in the Haymarket with a door leading out of one of the messuages into the Phoenix Yard with liberty to put dust and ashes from the same 'upon a certain dunghill in the said Phoenix Yard', and access through a passage between the said yard and Market Lane for residue of term of 29 and 20 years. On 10 Aug 1696 the same were assigned to the petitioner in trust for Thomas Holford by the said Hugh Merchant and Wickham (who had built the houses) at that time one of the messuages held together with the stable and known as Phoenix Inn the occupants of the said Inn always enjoyed the use of the said yard in common with the occupants of other messuages, also of the dunghill, pond, pump, house of office in the same. The Phoenix Yard has lately been granted or assigned to John Vanbrook alias Vanbrugh, now the said John Vanbrugh confederating with Thos Yeomans and Richard Billingshurst totally deprive Holford and his tenants of the houses inn stables of the benefit and advantage of the said pond pump dunghill and house of office in the said Phoenix Yard and also of the said several easements passages and use of the Phoenix Yard for the better accommodation and enjoyment and improvement of the said Phoenix Yard and the said passage over the said yard to the said stable and also the easement and advantage of the said passage into Market Lane. The said pond pump and dunghill and the house of office being enclosed within the said new building and the said ways and passages being totally obstructed and stopped up thereby. The building they 'have lately begun to erect and build certain great buildings of brick of a very excessive largeness by which all the said Phoenix Yard is taken up and filled' . . . 'if building is erected to intended dimensions the light of the four houses will be obstructed', the houses becoming totally useless and the inn will be utterly useless and no longer continue.

The confederates claim right under agreement 7 June 1703.

They say that they will demolish the four houses and 'make a spacious entrance or avenue or prospect to the said intended great buildings which they pretend and give out they will fit up and convert into a playhouse.' They have threatened the tenants causing one to leave his house which has stood empty for a year, the other tenants say that they will leave. Thomas Holford should not be bound by the said agreement because he is willing to make a lease to John Vanbrugh but John Vanbrugh refuses to undertake to keep the said messuages in repair and intends to demolish them.

John Vanbrugh has prolonged negotiations and meanwhile hastens the erection of the building. Thomas Holford asks that John Vanbrugh may be required to take repairing lease or that agreement may be cancelled and that the existing building be demolished and the yard thrown open again.

C33/301, f. 421v & f. 422.

5 July 1704

Thomas Holford & Wm Hunt v. John Vanbrugh

Reciting that by indenture 10 April 1696 did for a valuable consideration convey the Phoenix Inn and other the premises in the said deed mentioned unto your petitioners Holford and Hunt in trust for the plaintiff Holford for the remainder of a long term of years (whereof about 36 years are yet in being) and the petitioner Holford hath ever since enjoyed the said premises with a yard belonging to the said Phoenix Inn yard until lately for the defendant hath encompassed the said yard with a large brick building which he intends for a playhouse by means whereof he hath taken away all privileges belonging to the said yard and thereby greatly diminishing the plaintiff Holford of his said estate and the said defendant pretends that he hath a title to the said premises by virtue of a contract by him made with the petitioner Holford for all the said property term therein except one month at the yearly rent of £20 p.a. whereas the said plaintiff hath offered to perform no contract or agreement on his part and to execute a lease on usual covenants but the said defendant will not accept thereof so the said contract is of no effect and the said Defendant hath not any legal right to the premises. It was therefore prayed that an injunction may be awarded against the Defendant for a stay of his further proceeding on his said building whereunto it was alleged by the Defendant's counsel that he had in persuance of a proposal heretofore made by his Lordship offered to buy in the Plaintiff's interest and was willing to give him the same rate at which the said defendant had purchased the other houses there and that notwithstanding the premises in question were greatly out of repair yet he was willing to buy of the Plaintiff for so much of the term as is elapsed since the plaintiff's purchase whereupon and upon hearing of the defendant's counsel therewith was

allowed on both sides, the court doth by consent of the Petitioner and defendant be referred to Mr Keeper to settle and apportion the value of the Petitioner Holford's whole interest in the premises shall be so valued at by the said Master of the Rolls and the defendant by consent to pay the same unto the plaintiff Holford and upon payment thereof it is ordered by consent that the petitioner Holford and also Hunt his trustee do convey all their right title interest in the premises unto the defendant or to whom he shall appoint and it is hereby referred to the said Master to settle the said conveyance in case the petitioners cannot agree the same between themselves.

P.R.O. LRRO 63/23 pp. 354-7

22 April 1705

To the Rt Hon Lord Godolphin Lord High Treasurer of England

The humble petition of John Vanbrugh

Expiration of the lease belonging to Henry Late Earl of St Albans
Michaelmas 1740.

That on part of the said ground there has formerly been erected the Phoenix Inn with several outhouses and buildings thereto belonging as also several other messuages and tenements containing in the front to the Haymarket one hundred and thirty-two foot, and in depth to Market Lane one hundred and forty-five foot. That your petitioner has lately purchased the said part of the premises and has been at very great expense in raising thereupon a new theatre with several other buildings and does further intend to make very great improvements on the same. Your petitioner does therefore humbly pray that he may have further term granted him of the premises, whereby the interest which he now has may be enlarged to fifty years, upon such moderate fine and rent as your Lordship shall think reasonable.

Subscribed note

The Rt Hon the Lord Treasurer of England is pleased to refer this petitioner and petition to Samuel Travers Esq Her Majesty's Surveyor General (of Crown Lands) who is desirous to consider the same, and to report to his Lordships a true state and value of the premises together with his opinion . . . to be done therein which in Mr Lowndes absence is by my Lords commanded.

Signified J. Taylour.

 15 Mar 170⁵/₆

Attorney General reply to the Rt Hon Sydney Godolphin L.H.T. of E.

In obedience to your Lordships commands signified to me by Mr Lowndes I have considered this the annexed petition of John Vanbrugh Esq., whereby he represents to your Lordships that Henry late Earl of St Albans was possessed

of a parcel of ground called the Pell Mell Fields for several terms the last of which will expire at Michaelmas 1740 . . . I do humbly certify your lordships that the greatest part of the yearly value of what is desired to be leased consisting of the buildings thereon and they or great part of them now wanting to be re-edified as the petitioner suggests to one by the Act for the better support of Her Majesty's Household and of the Honour and Dignity of the Crown Her Majesty may if she so pleases lawfully make an additionall lease to make up the present term thereof in being fifty years, reserving a rent according to the directions of the Act for the Civil List, and in such lease will be fit to have a covenant inscribed on the part of the lessee forthwith to re-edify the same.

Edw. Northey.

Attorney General's further report.

There are a great many more parcels of land granted to the Duke of St Albans in the same lease with Mr Vanbrugh, all of them together at £30. 5s a year rent. Mr Travers therefore desires an attorney will please to explain that part of his report concerning the rent to be reserved by the Queen and declare whether his opinion is not that she may reserve rent in proportion to that part of the premises that she shall grant a further term in.

Surveyor's Report.

7 Aug 1706.

I am of the opinion Her Majesty may reserve a rent in proportion to that part of the premises that she shall grant a further term in.

Northey

Commission of Crown Lands Entry Book 2, pp. 354.

Petition of John Vanbrugh.

Showing that on part of Pall Mall Field there has been formerly erected there Phoenix Inn with several out houses and buildings thereunto belonging and also several messuages and buildings containing in front to the Haymarket

132'0" and in depth to Market Lane 145'0" and 'that your petitioner has lately purchased the said part of the premises and has been at great expense in raising thereupon a new theatre with several other buildings and does further intend to make very great improvements upon the same' . . . he requests a further term whereby his present interest may be enlarged to 50 years . . . Referred to the Surveyor General 22 Apr 1705

Report, p. 356, Abstract of title deeds, 2 deeds the first of which is dated 4 Aug 1703, Adam Woolley at the nomination of William Woolley who derived his title by measure assignment from the Earl of St Albans' Trustees for the remainder of their term did in consideration of £600 down and of securing £150 to be paid by 1 Aug 1706 grant to the petitioners all that gateway leading into Phoenix Yard in the Haymarket in St Martin in the Fields being 11'6" in height and 11'6" in breadth and a little room used for a hostelry adjacent to the said gateway upon the north side under the house sometime in the possession of Thos. Grounds and formerly taken out of the same and also a certain piece of ground there with the messuages stables coach houses etc. thereupon all which premises contain in front next the Haymarket 132'0" and in depth 132'0" and also 12'0" of ground for a garden on the west side next Market Lane and $8\frac{1}{2}$ ' of ground railed in towards the Haymarket (except out of the above bounded premises 4 messuages and stable in the Haymarket Street then late in the tenure of Martin Frogg Wm Jackson, Ric Turlington and Thos Grounds and so much of the $8\frac{1}{2}$ ' ground as lies before the excepted premises next the Haymarket) from Michaelmas then last past 1702 for the term of 37 years 11 months and 20 years at £50 p.a. so that the petitioners have the remainder of the several terms . . . granted . . . to the Earl of St Albans Trustees.

p. 357 The other deed of purchase is dated 20 September 1704 and thereby Thomas Holford and trustee claiming also by measure of assignments under the grants to the Earl of St Albans Trustees one of which was then divided into

two and the stable and the 8'6" before the same in consideration of £1120 paid down for the whole term granted to the Lord St Albans Trustees as aforesaid, without reserving any rent for the same so that the premises in the petitioners present possession doth contain a regular piece of ground of 132'0" in front and about 145'0" in depth as the petitioner mentions and 8'6" more next the Haymarket, formerly railed in and now paved with stones. The petitioner hath erected a theatre and other buildings upon part of the premises and alleges he further intends to make very great improvements thereupon, and Mr Attorney is of the opinion that since the greatest part of the yearly value of the premises doth consist of the buildings thereon, and they a great part of them as suggested wanting to be re-edified Her Majesty may by the Act for the better support of her Household lawfully make an additional lease to fill up the terms in being to fifty years, and that in such lease it will be fit the lessee should covenant forthwith to re-edify the same, and . . .

By an estimate raised from the purchase money paid and rent of £50 p.a. payable by the petitioner, and by the best enquiry I could make, I find the improved value of the premises at the time of the said purchase was about £230 p.a., after which rate I think it may be reasonable for the petitioner to purchase a reversionary term to make up fifty years as desired, the further improvements made and to be made at his own expense, and what is finished is so substantial that 'tis likely to stand for the advantage of the Crown after that term shall expire.

I am of the opinion that rent of about 3s per pound of the improved value may be a moderate ground rent to be reserved quite through the said Bayliwick, if it shall be thought fit to allow the present owners to fill up their leases to fifty years, of which many are desirous where the houses grow decayed to encourage the new building or better improving the present buildings, and

after this rate the petitioner will have a rent of £34. 10s p.a. to pay to the Crown during the term desired, and then a fine of £200 I think reasonable consideration for the lease desired to be paid to the Exchequer before the same passes the Seal, proper covenants being inserted for perfecting the new buildings according to Mr Attorney's advice, and such others as shall be necessary for her Majesty's service. . . .

Travers.

Surveyor General 8 Feb 1706/7

C7/668/31

12 Jan 1710

Owen Swiney v. Robert Wilks, Thomas Dogget & Colley Cibber

Swiney Bill of Complaint.

. . . by indenture of lease bearing date the seventh day of May then last past /1707/ witnessed by Samuel Cardell and William Plummer and made between John Vanbrugh the said John Vanbrugh for the consideration therein mentioned did demise unto your orator all that new built brick theatre or playhouse containing in length 140' of assize and in breadth 60' of assize more or less as the same is enclosed within the four walls situate in a certain street then called the Haymarket and the room or office without the walls commonly called Mr Smiths office and the Piazza next the Haymarket paved with stone and the covered passage between the theatre and a certain street or lane therein called Market Lane together with all rooms entries ways passages doors lights easements privileges commodities and appurtenances thereunto belonging also with six rooms even with the floor of the stage built on part of the ground lieing between the theatre and Market Lane and all rooms over the said six rooms and the yard with a large cistern and pump and the new river or Thames water laid in for the use of the premises and the two houses of office and all the plays operas clothes scenes machines and other things used in acting in the said theatre. . . .

LR1/282/32-33

26 March 1716

Letters Patent.

Lease to Sir John Vanbrugh all that piece of land and passage called a gateway leading from Haymarket into the great yard called Phoenix Yard being 11'6" wide and 11'6" high and also all that little room used for an hostelry as the same was divided and adjoining to the said gateway on the north side thereof and being under part of the house now or late in the occupation of Thomas Grounds.

And all that messuage or house great yard now or late in the occupation of John Harrison and the said John Harrison or their assigns on the west of the Haymarket and abutting north to the house and yard and stable of Nicholas Baxter and on the south to the houses yards and stables of James Axtell and on the west by 18'0" of ground railed and designed for a highway upon which said several premises is now built a large theatre, and does contain 132'0" in front next the Haymarket and in depth 145'0" besides the 8'6" next the Haymarket formerly railed in all formerly part of Baileywick of St James leased to the Earl of St Albans from Michaelmas 1740 for 25 years at a rent of £50 p.a.

G.L.C.,

MLR 1715/3/161

13 March 1715/6

Mortgage: William Prince of the parish of St James Westminster, Bricklayer to Robert Moore of the parish of St Anne Westminster, Yeoman of a parce where . . . a messuage pulled down by the said William Prince had lately stood, known by the sign of Prince Eugines Head in the parish of St James Westminster, containing in front next Pall Mall from east to west 14'3" in depth 40'0" with parcel adjacent extending from thence to Unicorn Yard containing in front next the said yard 8'0" and in length from north to south 10'0" abutts south on Pall Mall west on a messuage being Mr Brunet, north on the said Unicorn Yard, east on a house is building by Mr Ingram and on a messuage lately built by Richard Ellis also a messuage then erected.

MLR 1715/6/125

3 Dec 1715

Mortgage: Richard Ellis, parish of St James Westminster, Baker to

Charles Grunsell, parish of St Margaret Westminster, Poulterer of a new brick messuage now in building in the Haymarket, St James Parish, adjoining Unicorn Yard, in front on the Haymarket, 20'0" in depth 36'6", excepting a plot at south west corner of 8'0" x 5'0".

MLR 1719/6/323

16 March 1719

Indenture of lease, all that new built theatre or playhouse containing in length 140'0" of assize more or less and in breadth 60'0" of assize more or less as the same is inclosed within the four walls and situate and standing in a certain street called the Hay Market . . . and the room or office without the walls commonly called Mr Smith's office and Piazza next the Hay Market paved with stone and the covered passages doors lights easements privileges commodities and appurtancies together with also . . . six rooms even with a floor of the stage built by the said Sir John Vanbrugh upon part of the ground lieing between the said theatre and Market Lane and all rooms over the said six rooms and the yard with a large cistern and pump and two houses of office Together with all the plays operas clothes scenes machines and other things now belonging or commonly used in acts in the said theatre.

1. Sir William Vanbrugh (sic)
2. James Yarbrugh
3. Thomas Yarbrugh
4. Sir John Vanbrugh

MLR 1720/2/241

7 Oct 1720

Potter to Woolborne

of the houses in the Haymarket (assignment 10 Sept. 1720).

According to the lease of 6 Oct. last, [1719] between Sir John Vanbrugh and John Potter.

1. Messuage in breadth from north to south . . . 22'0"
 in depth from east to west 27'0"
 abutting east on the Haymarket, west on the Yard. (Rent £20 p.a.)
2. Messuage southward from the playhouse of four messuages erected by
 in breadth from north to south . . . 15'6"
 in depth from east to west 27'0" (Rent £13 p.a.)
3. Messuage in breadth from north to south . . . 15'6"
 in depth from east to west 27'0" (Rent £13 p.a.)
4. Messuage and also the two Rooms over the passage on the south side thereof
 and the cellar under the passage
 in breadth from north to south . . . 15'6"
 in depth from east to west 27'0" (Rent £13 p.a.)
5. and house in the tenure and occupation of Thomas Fryer,
 in breadth from north to south . . . 21'6"
 in depth from east to west 40'0" (Rent £17 p.a.)

Assignment of five messuages in consideration of £1100 by John Potter to
 Mary Woolborne

MLR 1722/2/109

23 June 1722

Indenture of lease between (1) Joseph Pearson

(2) J.J. Heideger, ex. of will of Mary Smith

(3) Charles Vanbrugh.

All that piece or parcel of ground lieing in the middle part of a yard called Unicorn Yard situate and being between the Haymarket and Market Lane in the parish of St James Westminster adjoining on each side to other ground in the said yard belonging to Katherine Hastings and leased to William Prince and containing from east to west on that part of the ground abutting south upon Pall Mall 61'0" of assize or thereabouts on that part abutting north upon the Playhouse 69'0" or thereabouts and containing from north to south on that part of the said ground abutting west upon Market Lane 42'0" of assize and on that part abutting east upon a house in the occupation of Thomas Fryer in the Haymarket 42'0" and the 3 messuages or tenements thereupon erected and built and also all that piece or parcel of ground being that part of the yard called Unicorn Yard in the parish of St James Westminster lieing next to the Haymarket containing north to south on that part of the said ground abutting the Haymarket 18'2" of assize and in that part abutting west on the other part of the said Unicorn Yard 15'4" and in depth east to west on that part abutting south upon the messuage or tenement in the occupation of Richard Ellis, baker, 36'6" abutting north upon the messuage in the tenure or occupation of Thomas Fryer 16'6" and containing north to south in some part of the said ground which forms the passage from the Haymarket into the said yard 10'6" and in other part of the said passage 10'2" and the new messuage or tenement thereupon erected and built also all that piece or parcel of ground being part of the yard called Unicorn Yard . . . lieing next to Market Lane containing east to west abutting south upon Pall Mall 41'0" or thereabouts and on that part abutting north whereon a

stable in the possession of Sir John Vanbrugh 41'0" and containing from north to south on that part abutting west upon Market Lane 42'0" of assize and on that part abutting east upon other ground in the Unicorn Yard also leased to the said William Prince 42'0" of assize or thereabouts and the three messuages or tenements thereupon erected and built together with all ways passages etc., etc.

MLR 1722/2/109

23 June 1722

Financial considerations - 1st insert,

(1) in consideration of £556 5s to them paid by (3) in full of all principal and interest due to them from (2) upon a mortgage the previous the matter mentioned bearing date 27 May 1719, did grant assign and set over to Charles Vanbrugh and the said J.J. Heidegger as well in consideration of the £556 5s paid to (1) of the further sum of £443 15s paid by (3) to (2) making together the whole sum of £1000 did grant bargain release to (3) all that ground in the middle part of Unicorn Yard. . . .

2nd insert,

To hold to Charles Vanbrugh from the day next before the day of the said indenture for the residue of a term of twenty-one years granted to William Prince of St James, Bricklayer by three several leases of 20 June 1717 and made between (1) Katherine Hastings widow, Richard Hastings Esq, Dorothy and Elizabeth Hastings, spinsters and Frances Dayroll, widow and (2) William Prince at rent of a pepper corn and then at £20, £10, and £12 p.a., and all his the said J.J. Heidegger right and title thereto, subject to a proviso in making the said indenture void upon payment of the principal sum of £1000 and interest.

P.C.C. 84 Plymouth

30 Aug 1725

Will of Sir John Vanbrugh

Small legacies to his sisters, Mary, Victoria, Robina and Carenciere and to his brothers Charles and Phillip and to nieces Elizabeth and Robina Vanbrugh and to niece Lucia daughter of Carenciere. To son Charles 'all my houses at Greenwich and further give to my son Charles the tenement and vaults under or adjoining the Opera House, at present let to Mr James Portacles. He shall not enter these gifts and legacies till aged 21.

Proved 22 Apr 1726

P.C.C. 182 Seymour

19 Feb 1742/3

Will of Charles Vanbrugh

My mother Dame Henrietta my sole executrix I leave to her all I die possessed of, upon her but filling the following conditions . . . (various small legacies) . . . After my mother's death I leave to my cousin Edward Vanbrugh (if then living) that part of the Opera House now belonging unto me, viz., the Long Room, cellars and apartments, all these things to belong to my Mother during her life.

Proved 6 June 1745.

LRL/282/142v-143

17 Oct 1719

Indenture tripartite between (1) John Vanbrugh

(2) Elizabeth Vanbrugh and Robina Vanbrugh

(3) Charles Vanbrugh

A parcel of ground situate or lieing and being in a certain street called the Haymarket in the parish of St James Westminster or of St Martins in the Fields Middlesex containing in front next the Haymarket aforesaid from the north to south 98'0" of assize or there abouts and upon part whereof lately stood five old messuages or tenements fronting the Haymarket aforesaid and the rest of the said piece or parcel of ground being a yard lying behind four of the said messuages and between the same and the New Theatre or Playhouse there and a passage between two of the said messuages out of the Haymarket aforesaid into the said yard the further of which messuage northwards adjoining the Piazza in the front of the said theatre or playhouse or some part thereof and the furthest of the said messuages southwards is now in the tenure or occupation of Thomas Fryer senior and adjoins on the south side thereof to a messuage or tenement of Katherine Hastings now in the tenure or occupation of the said Thomas Fryer senior for the remainder of a certain term of years whereof there will be forty five and three quarters of a year to come and unexpired at the feast day of the Birth of Our God next ensuing the date of these presents and whereas the said Sir John Vanbrugh did some time since agree to let by lease or leases unto John Potter of the parish of St Margaret Westminster in the county of Middlesex carpenter the said five messuages or tenements together with the use of the said yard behind the same and the said passage into the same from the feast day of St John the Baptist now last past for the term of forty-six years two months and twenty days and the said John Potter has pulled down two of the said messuages or tenements and in their room or stead thereof hath erected and built or is now erecting or building there new brick messuages or tenements and is also

erecting and building two rooms over the said passage and intends to erect and build one or two messuages or tenements in the room or stead of two of the said five old messuages next to the said Piazza now this Indenture witnesseth that for and in consideration of the sum of £400 of lawful money of Great Britain paid by the said Elizabeth Vanbrugh and the further sum of £400 in like lawful money paid by Robina Vanbrugh and the sum of 5s of like lawful money paid by the said Charles Vanbrugh to Sir John Vanbrugh . . . hath bargained sold etc. . . . all that the said piece or parcel of ground described . . . together with all vaults passages easements erections and buildings . . . except the use of all the ways passages into and through the said yard to and from the said theatre and Piazza and the vaults under the said Piazza in such manner as the said ways and passages have been used at any times since the building of the said theatre and Piazza. . . .

LR1/282/190v.

13 Oct 1720

Sir John Vanbrugh to Charles Vanbrugh

. . . all that new built brick theatre or playhouse containing in length one hundred and forty four foot of assize and in breadth sixty foot as the same is enclosed in four walls and the rooms or offices without the walls commonly called Mr Smith's office and the use of the piazza next to the Haymarket paved with stone for a passage only into and for the said theatre and a certain street or lane called Market Lane and also the six rooms and the two yards between the said theatre and Market Lane aforesaid with a pump two houses of office in one of them together with all entries ways passages doors lights easements privileges commodities and appurtinances whatsoever to the said theatre or playhouse and the other premises hereby bargained and sold . . . Except and always reserved out of this present unto the tenants of the time being of five messuages in the front of the said theatre next to the Haymarket the use of the yard lying behind four of the said messuages and between the same and the said theatre and of the passage out of the Haymarket aforesaid between two of the said five houses into the yard (which are leased to John Potter carpenter) also excepted the vaults under the boxes of the said theatre and under the passages to the said boxes and also the gallery at the north end of the said theatre and which lies behind the eighteen penny gallery at the north end of the said theatre and which looks into the yard belonging unto White Horse Inn with free liberty way and passage to and from the same and saving and reserving also to and for such of the nine and twenty subscribers toward building the said house or theatre who are still living and also for the Hon. Albermarle Bertie Esq to have receive and enjoy the benefit of entry and seeing all the plays and operas gratis in the said house and of enjoying all other privileges during their respective lives in as full manner as by the articles agreed on

between them and the said Sir John Vanbrugh they are to have . . . To have and to hold etc. . . .

191/ and also subject to one indenture of lease bearing date 18 April 1718 made or granted of the said premises or part thereof by the said Sir John Vanbrugh to John James Heidegger Gent for seven years and also subject to one indenture of lease bearing date 1719 made or granted of the said premises by Vanbrugh to J. Yarbrugh Esq and T. Yarbrugh Esq.

£6544 + £2000.

LR1/286/9-10

19 May 1736

Baileywick Lease Book,

Crown Lease 19 May Geo. II to Charles Vanbrugh Esq.

Of all that now built brick theatre containing in length 144'0" and in breadth 60'0" as is enclosed within four walls of the said theatre.

And all that room or office without the said walls commonly called Mr Smith's office, together with the said Piazza next the Haymarket paved with stone and an passage to the said theatre and the covered passage between the theatre and Market Lane.

And six rooms even with the floor of the stage, built upon part of the said ground lying between the theatre and Market Lane and all the rooms over the said six rooms.

And also two yards between the theatre and Market Lane with a pump and two houses of office in one of them.

Excepting five messuages in front of the theatre next the Haymarket . . . and the yard behind four of these messuages and . . . the passage out of the Haymarket between two of the five messuages in the said yard.

and also excepting the vaults under the boxes and under the passage leading to the boxes and the gallery at the north end of the theatre which lies behind the 18d. gallery and looks into the yard belonging to the White Horse Inn.

Which premises now demised are part of the ground containing 132'0" in breadth and 145'0" long demised by Sir John Vanbrugh 26 March 1711 . . .

And afterwards the premises herein demised were assigned by Sir John Vanbrugh to Charles Vanbrugh 13 Oct 1720 at the rent of £33. 6s. 8d. (parcel of the said rent of £50).

To hold to Charles Vanbrugh for 19 $\frac{1}{2}$ years beginning Michaelmas 1765 rent £33. 6s. 8d.

Nottingham University Library.
 Portland (Hollis) MS. PwV, 975r.

To Mr Congreve and Vanbrugh upon ye building of ye new
 play-house in ye Hay-market.
 By ye same

Touch'd by Amphion ye attractive Lyre
 Did List'ning stones with living souls inspire;
 The heavy flints obey'd ye magick call,
 Forgat their weight, and nimbly danced into a wall.
 Now witt and harmony again combine
 To raise new Trophys to ye sacred nine;
 Again ye stones in beauteous order place,
 And rising building with rich fancy grace.
 The muses view ye work with ravish'd eyes,
 And their long lov'd Pierian grove dispise;
 To their new Temple with glad haste repair,
 And fill'd with pleasure shed their influence there,
 Harmonious pair! Well were you pointed out,
 To bring wth art ye wondrous work about:
 No Artist but ye son of mighty Jove,
 Can make apartments fit for th'King above
 None but the muses tunefull sons can raise
 A worthy Temple to ye muses praise,
 Deck't with immortall witt, and never dying bays.

These verses written on the side of a sheet of paper already bearing two
 other poems, the first by L. Eusden, the second Mr Burch. There is a note
 above the first line of the verse on the theatre 'By ye same'. This I pre-
 sume to be Mr Burch. Elsewhere in the documents there is a Dr Birch and I
 wonder if this is not the same person.

This verse is written on the side of the sheet which I consider to be the
 recto of Pw V 975, on the verso are three more indifferent verses by as many
 poets and in two different hands. The sheet is much folded but folded so
 that it would seem that the 'recto' was the first side to be used.

D.N.B., Laurence Eusden, 1688-1730, poet laureate, scholar of
 Trinity College, Cambridge, 1706; M.A., 1712; Fellow,
 1712. Given the laureateship in 1718 by the Duke of
 Newcastle, whose marriage he had celebrated 1717, rector
 of Coningsby; the 'L.E.' of Pope and Swift's treatise on
 bathos.

Prologue by Sir Samuel Garth, spoken at the opening of the Queen's

Theatre in the Haymarket

Easter Monday, 9th April 1705

Such was our builder's art, that soon as nam'd,
 This fabrick, like the infant-world, was fram'd.
 The Architect must on dull orders wait,
 But 'tis the poet only can create;
 None else, at pleasure, can duration give,
 When marble fails, the Muse's structures live.
 The Cyprian fane is now no longer seen,
 Tho' sacred to the name of love's fair queen.
 Ev'n Athens scarce in pompous ruins stands,
 Tho' finished by the learn'd Minerva's hands.
 More sure presages from their walls we find,
 By beauty founded, and by wit design'd.
 In the good age of ghostly ignorance,
 How did cathedrals rise, and zeal advance?
 The merry monks said orisons, at ease,
 Large were their meals, and light their penances;
 Pardon for sins was purchased with estates,
 And none but rogues in ages dy'd reprobates.
 But now that pious pageantry's no more,
 And stages thrive, as churches did before,
 Your own magnificence you here survey,
 Majestic columns stand where dunghills lay,
 And cars triumphal rise from carts of hay.
 Swains here are taught to hope, and nymphs to fear,
 And big Almazons fight mock Blenheims here.
 Descending goddesses adorn our scenes,
 And quit their bright abodes for gilt machines.
 Shou'd Jove, for this fair circle, leave his throne,
 He'd meet a lighting fiercer than his own.
 Tho' to the sun, his tow'ring eagles rise,
 They scarce cou'd bear the lustre of their eyes.

Spoken by Mrs Bracegirdle,

'The Early Years of the First English Opera House',

W.J. Lawrence, Musical Quarterly, vol.VII, 1921, p.107.

Epilogue at the opening of the Queen's Theatre in the Haymarket,
with an Italian Pastoral. Written by Mr Congreve.

Whatever future fate our house may find,
At present expect you shou'd be kind:
Inconstancy itself can claim no right,
Before enjoyment and the wedding night.
You must be fix'd a little ere you range,
You must be true till you have time to change.
A week at least; one night is sure to soon:
But we pretend not to a honeymoon.
To novelty we know you can be true,
But what alas! or who, is always new?
This day, without presumption, we pretend
With novelty entire you're entertain'd;
For not alone our House and Scenes are new,
Our Song and Dance, best ev'n our actors too.
Our Play itself has something in't uncommon,
Two faithful lovers, and one constant woman.
In sweet Italian strains our Shepherds sing,
Of harmless loves our painted forests ring,
In notes, perhaps less foreign than the thing.
To sound and shew at first we make pretence
In time we may regale you with some sense,
But at present were too great expence.
We only for the beaux may think it hard,
To be tonight from smutty jests debarr'd:
But in good breeding, sure, they'll excuse
Ev'n modesty, when in a stranger muse.
The day's at hand when we shall shift the scene,
And to yourselves shew your dear selves again.
Paint the reverse of what you've seen today,
And in bold strokes the vicious town display.

Lawrence says - not found elsewhere save in a little book entitled

'Prologues and Epilogues celebrated for their Poetical Merit'.

Published in Oxford, no date. Musical Quarterly, vol.VIII, p. 108.

On the New Playhouse in the Hay-Market

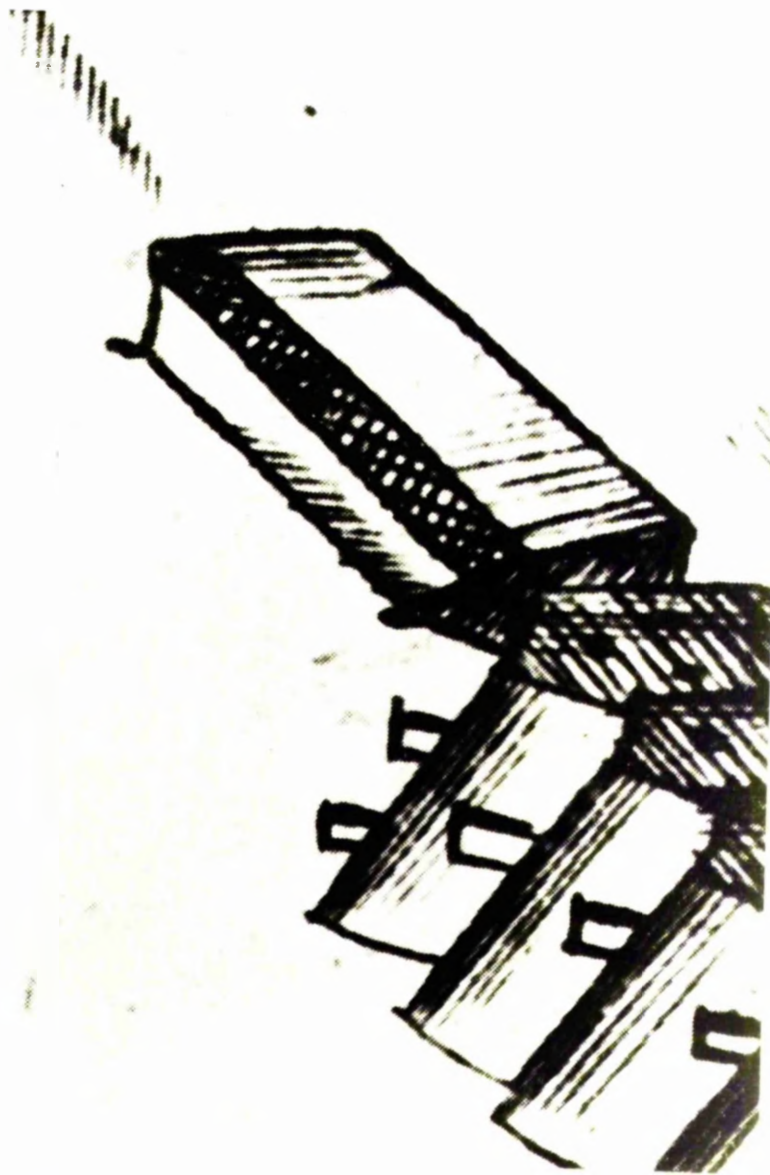
From Defoe, A Review, Vol. II, No. 26, Thursday 3 May 1705

A Lay-stall this, Apollo spoke the Word,
And straight arose a Playhouse from a Turd.
Here Whores in Hogstyes, Vilely blended lay,
Just as in Boxes, at our Lewder play;
The Stables have been Cleans'd, the Jakes made Clear,
Herculean Labours, n'er will Purge us here.

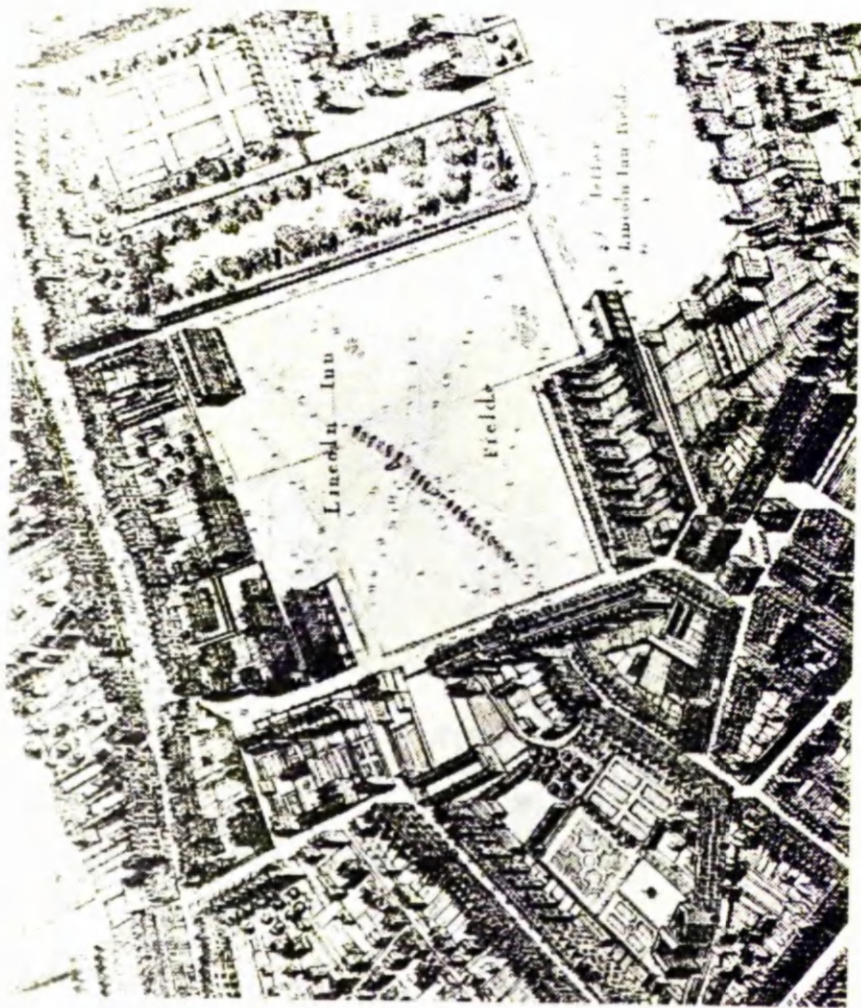
Some call this Metamorphosis a Jest,
And say, We're but a Dunghill still at best;
The Nastiness of all your Common-Shores,
Being far less Nauseous than our Beaus and Whores.
Bless us! (said I) What Monstrous Beast's a Man?
Whom Rules can never Guide, nor Art make Clean;
View but our Stately Pile, the Columns stand
Like some Great Council Chamber of the Land:
When Strangers View the Beauty and the State,
As they pass by, they ask what Church is that?
Thinking a Nation so Devout as we,
Ne'r build such Domes, but to some Deity;
But when the Salt Assembly once they View,
What Gods they Worship, how Blaspheme the True;
How Vice's Champions, Uncontroul'd within,
Roul in the every Excrements of Sin:
The Horrid Emblems so Exact appear,
That Hell's an Ass, to what's Transacted here.



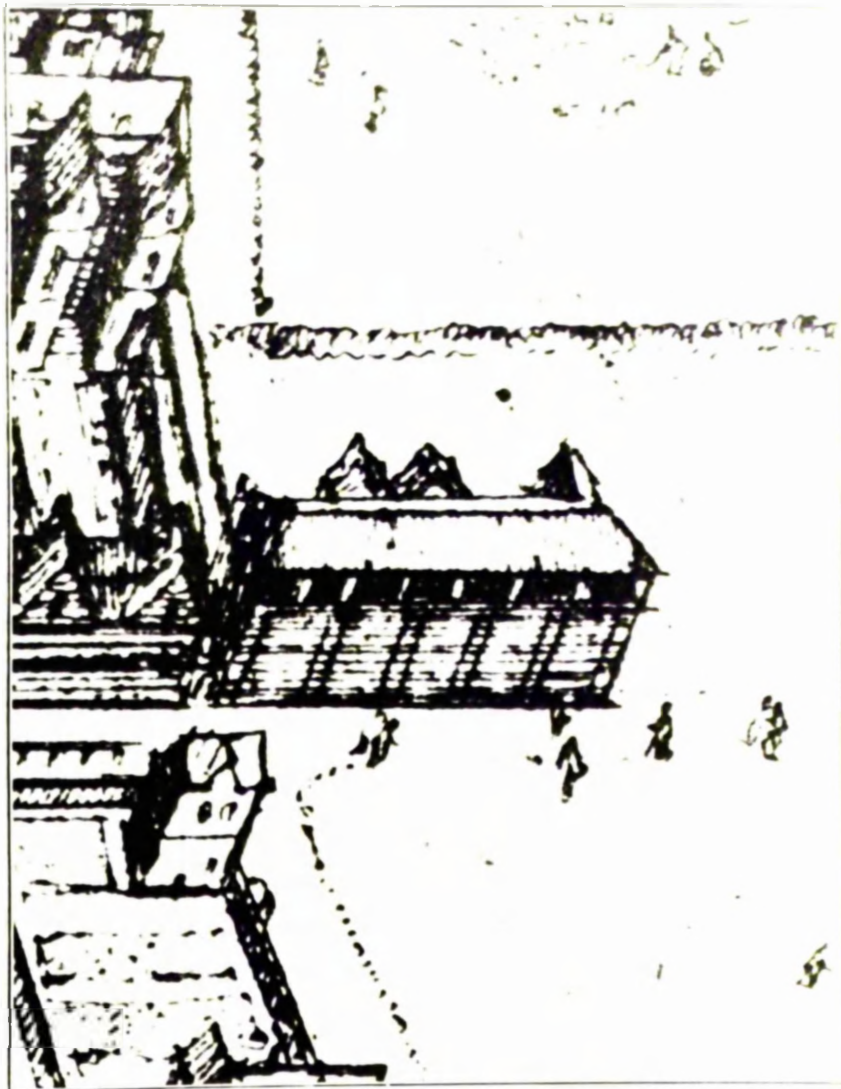
Ia. Extract from Faithorne & Newcourt's map, London, pub. 1658.



Ib. Detail of Faithorne & Newcourt, pl. Ia, showing Lisle's Tennis Court.

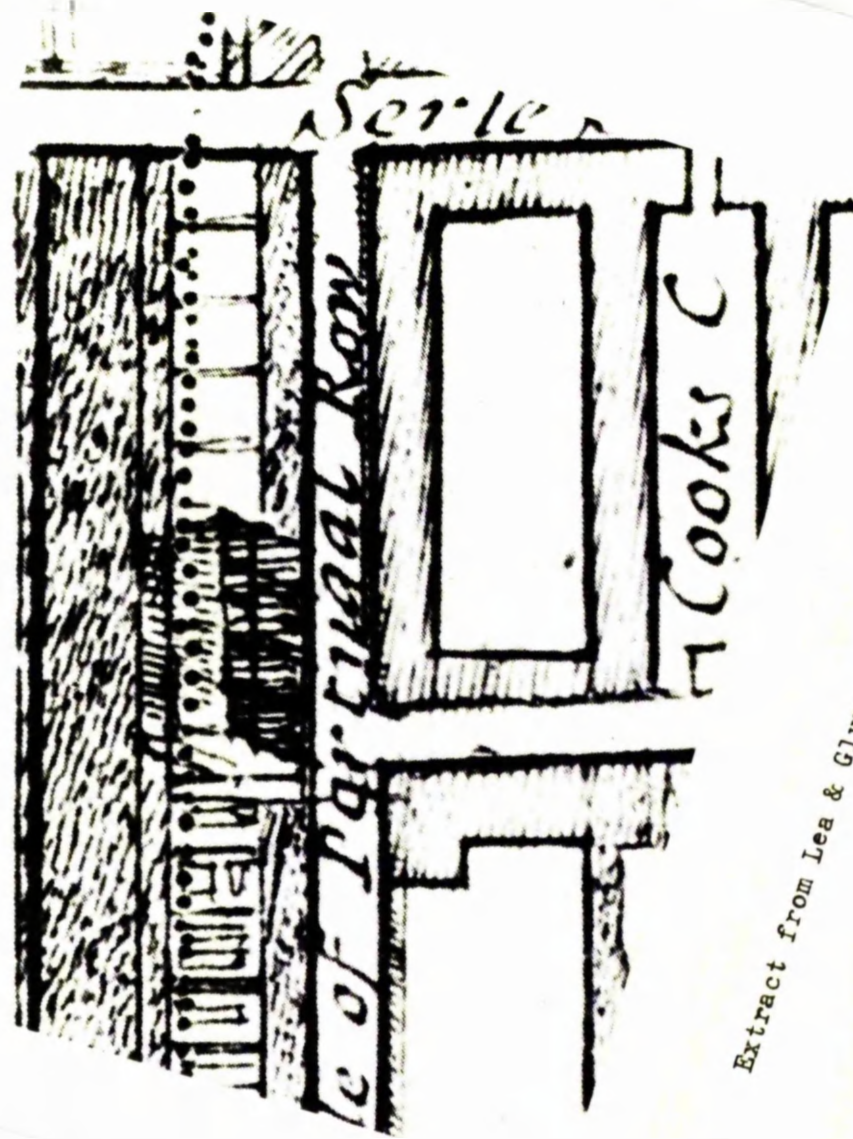


II. Extract from W. Hollar's map of west central London, pub. 1658.



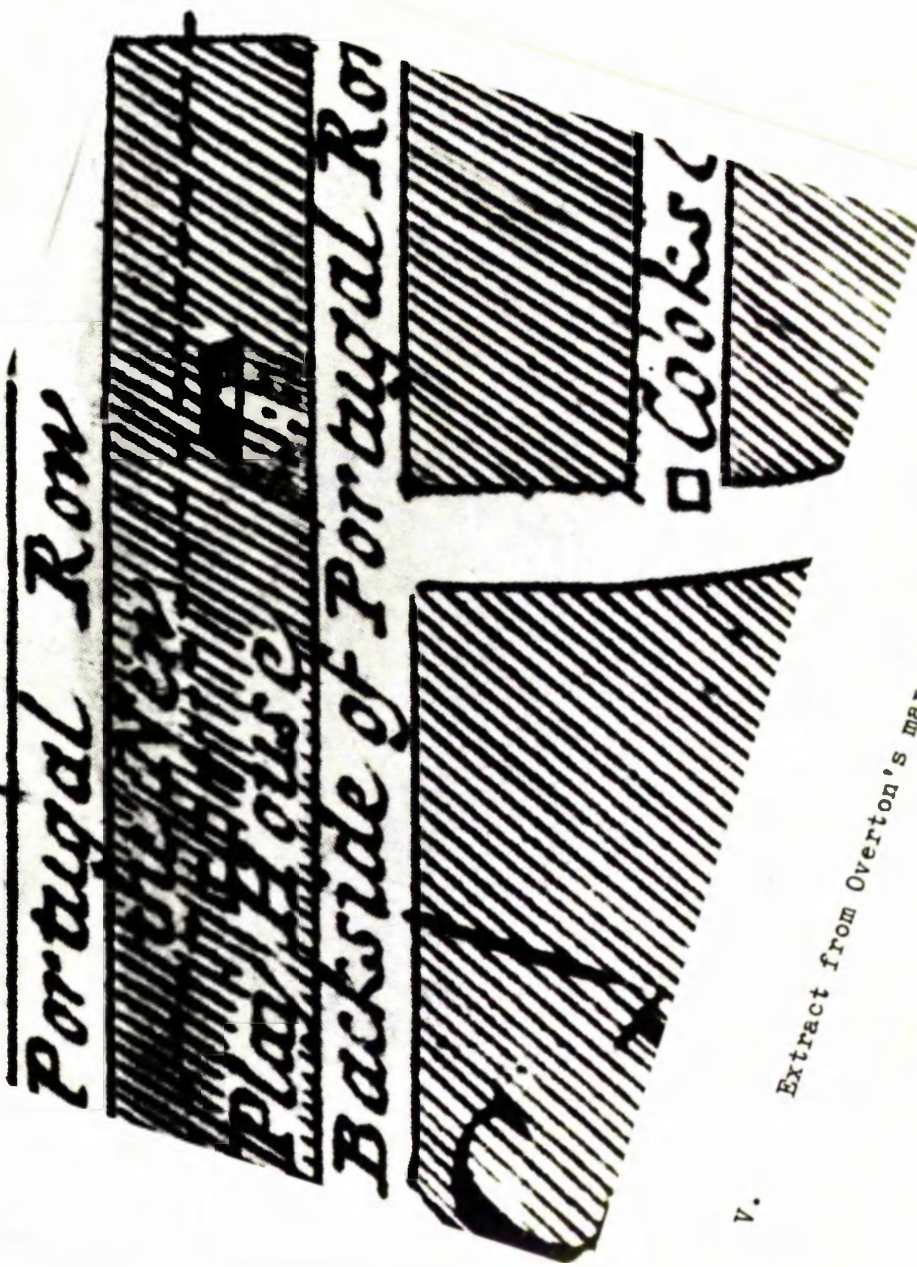
III. Detail of Hollar, pl. II, showing Lisle's Tennis Court.

gal. v.

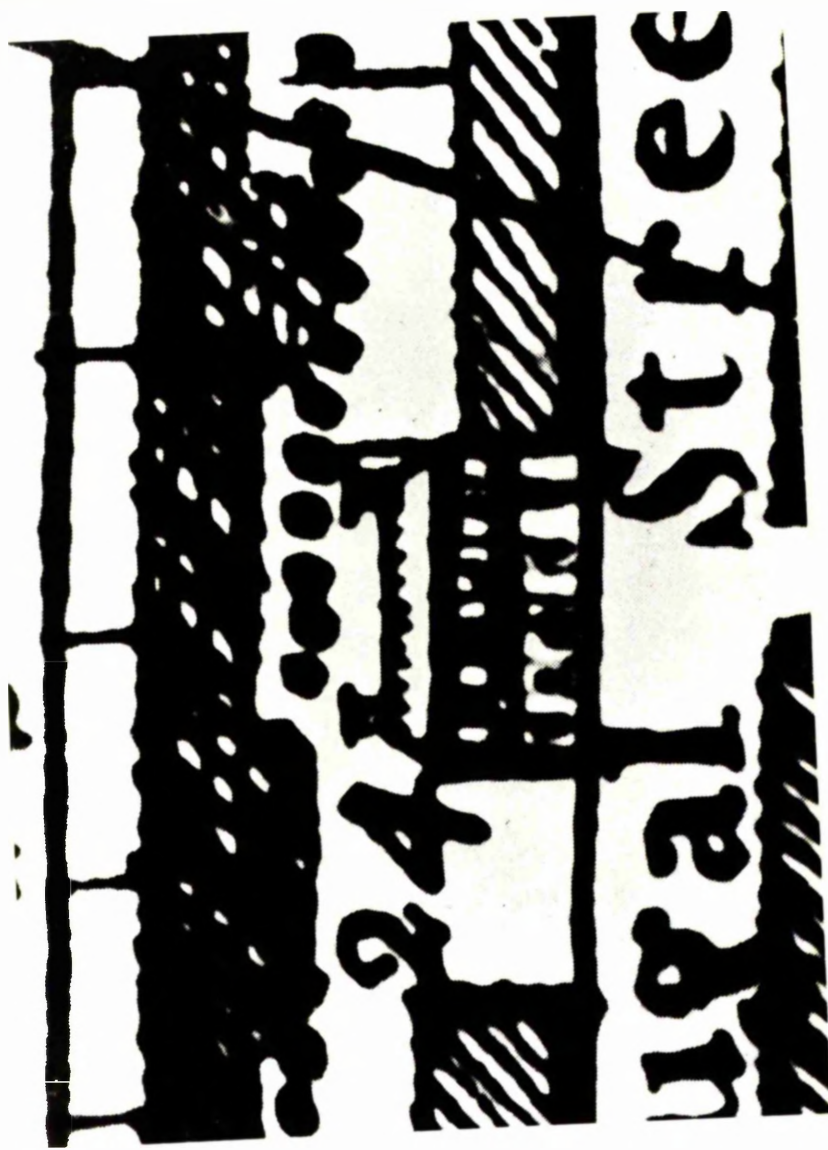


IV.

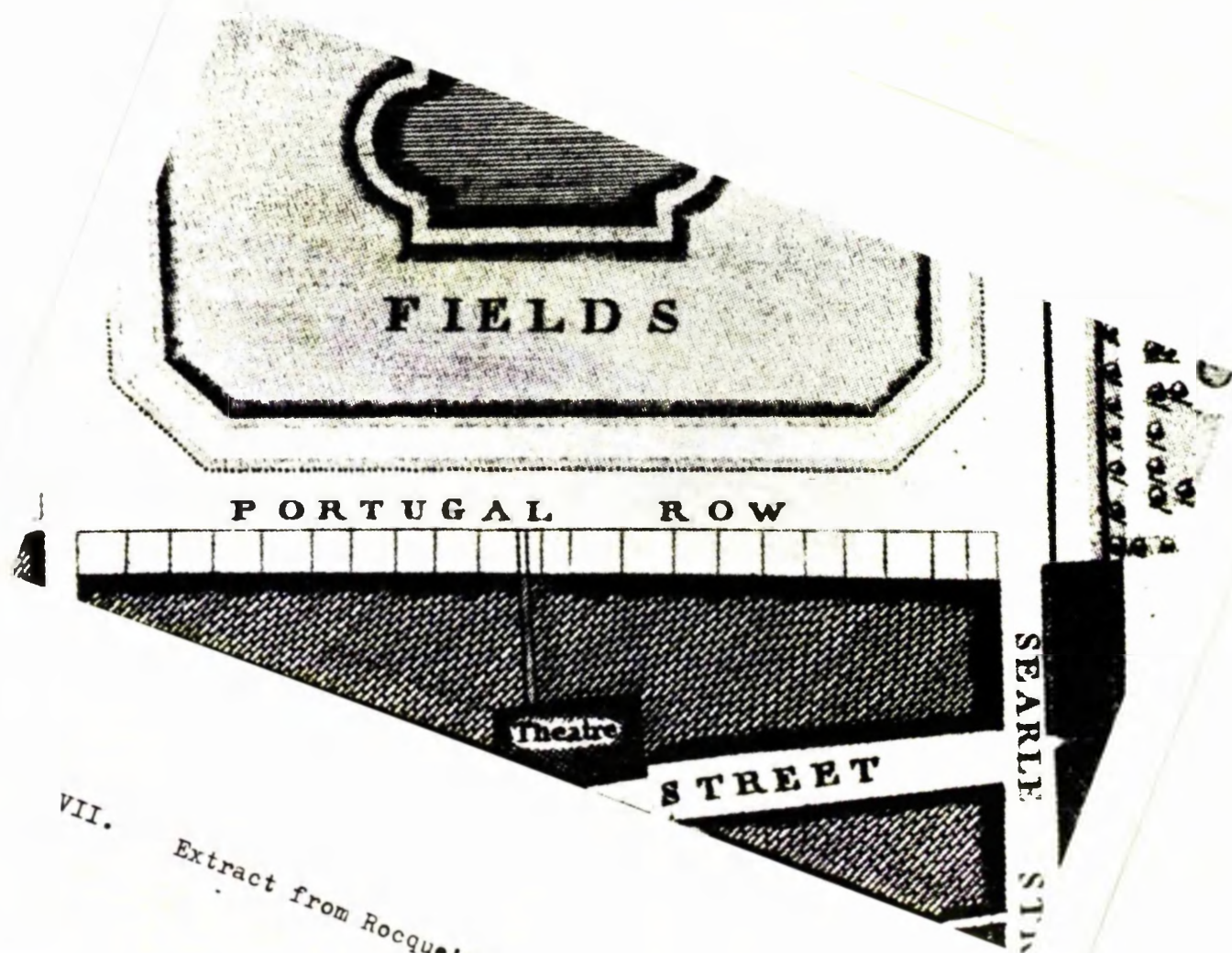
Extract from Lea & Glynn's map, London, pub. 1706.



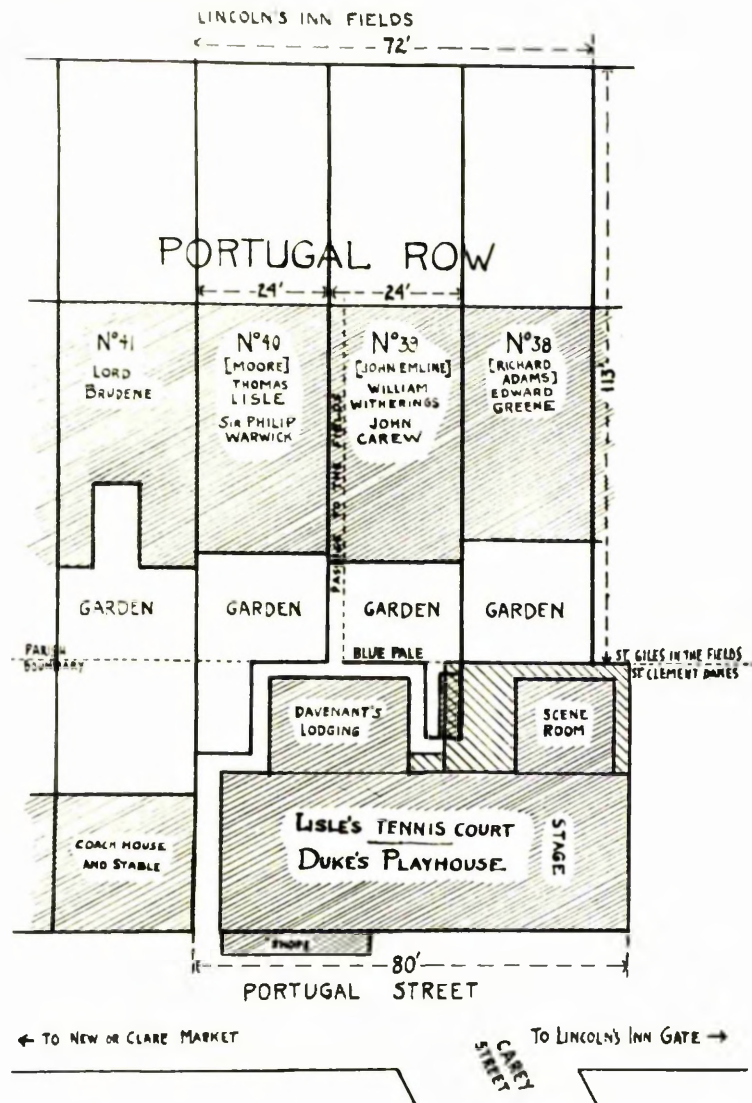
V. Extract from Overton's map, London, pub. 1720.



VI. Extract from George Poster's map, London, pub. 1738.



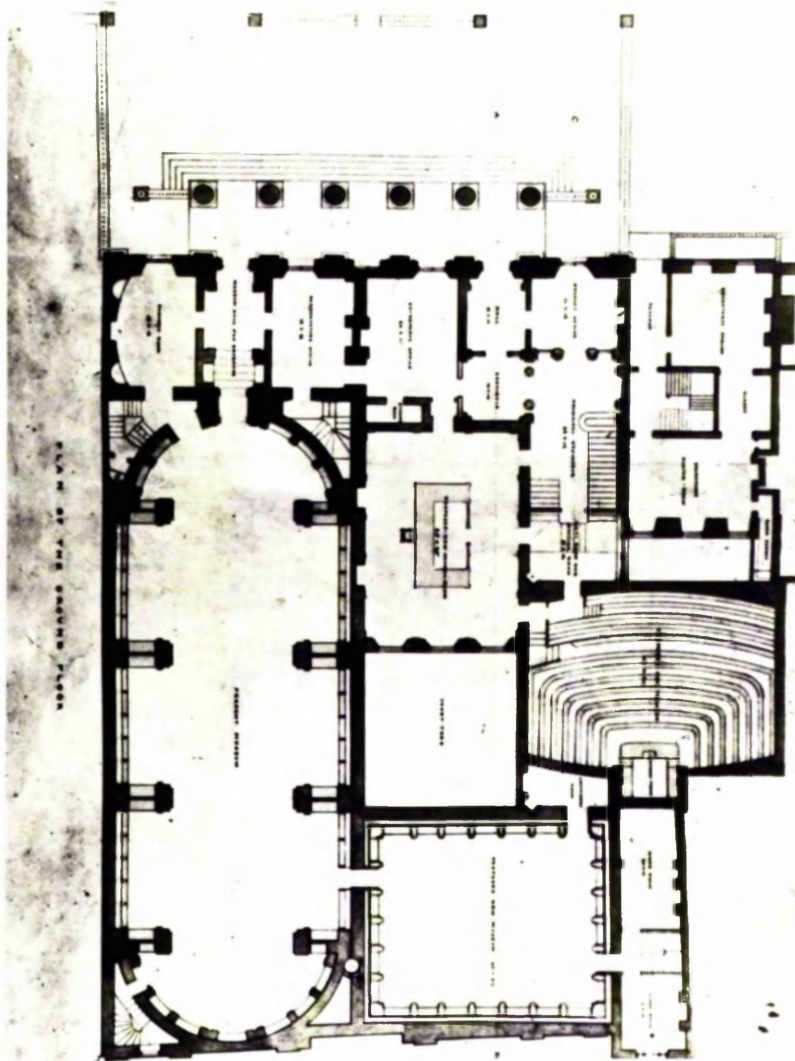
VII. Extract from Rocque's map, London, pub. 1746.



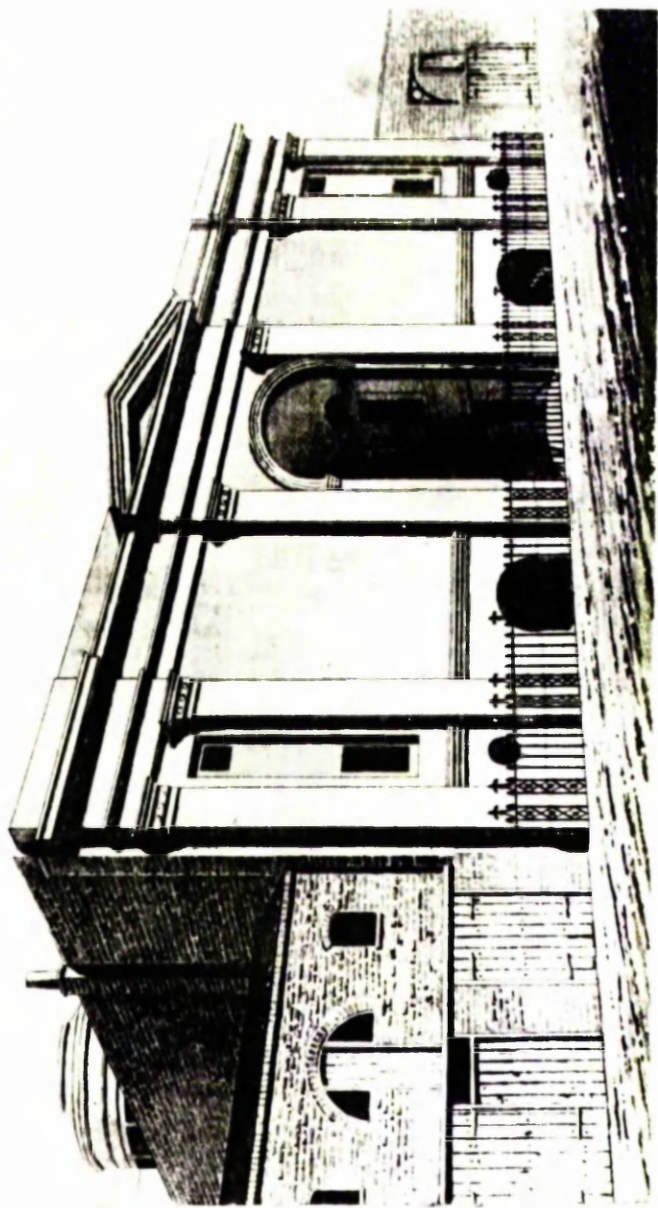
A PLAN OF THE FIRST DUKE'S THEATRE
(LISLE'S TENNIS COURT)

(Drawn by the author.)

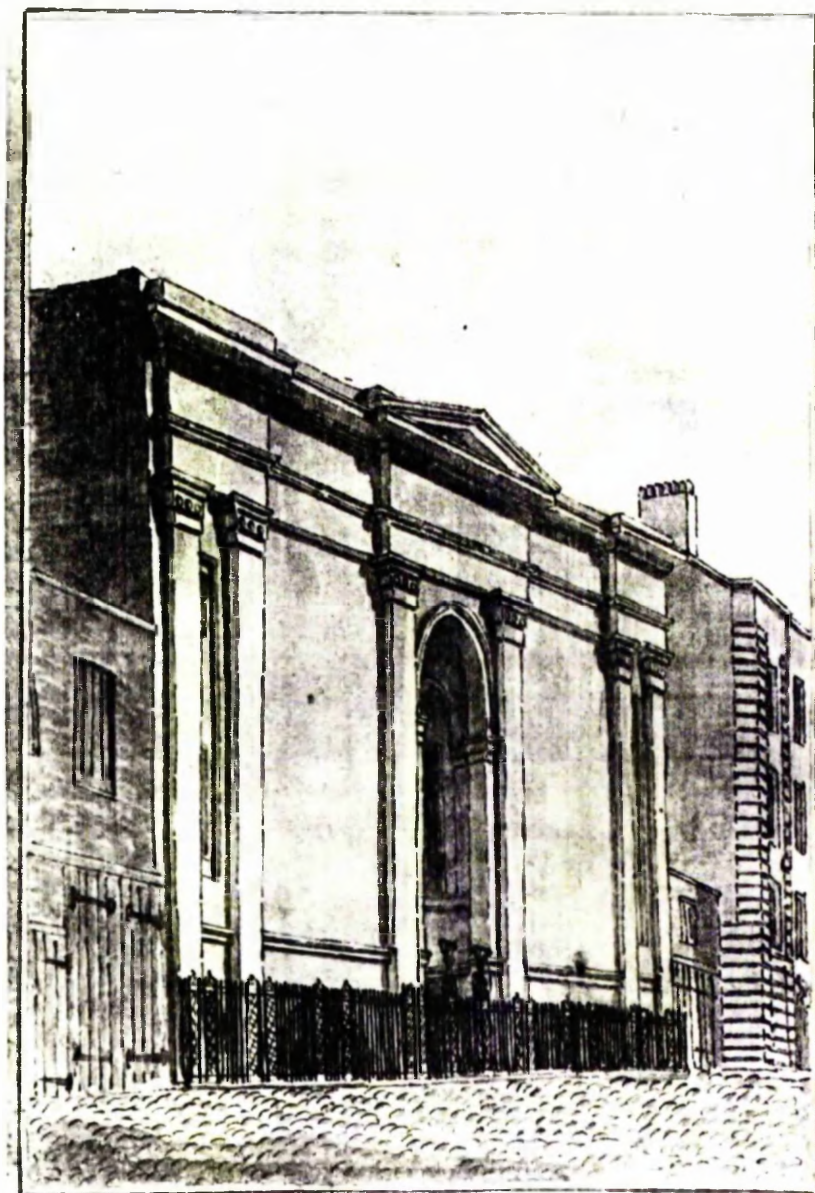
- VIII. Site plan of LIF I, drawn by L. Hotson,
Commonwealth and Restoration Stage, op. p. 124.



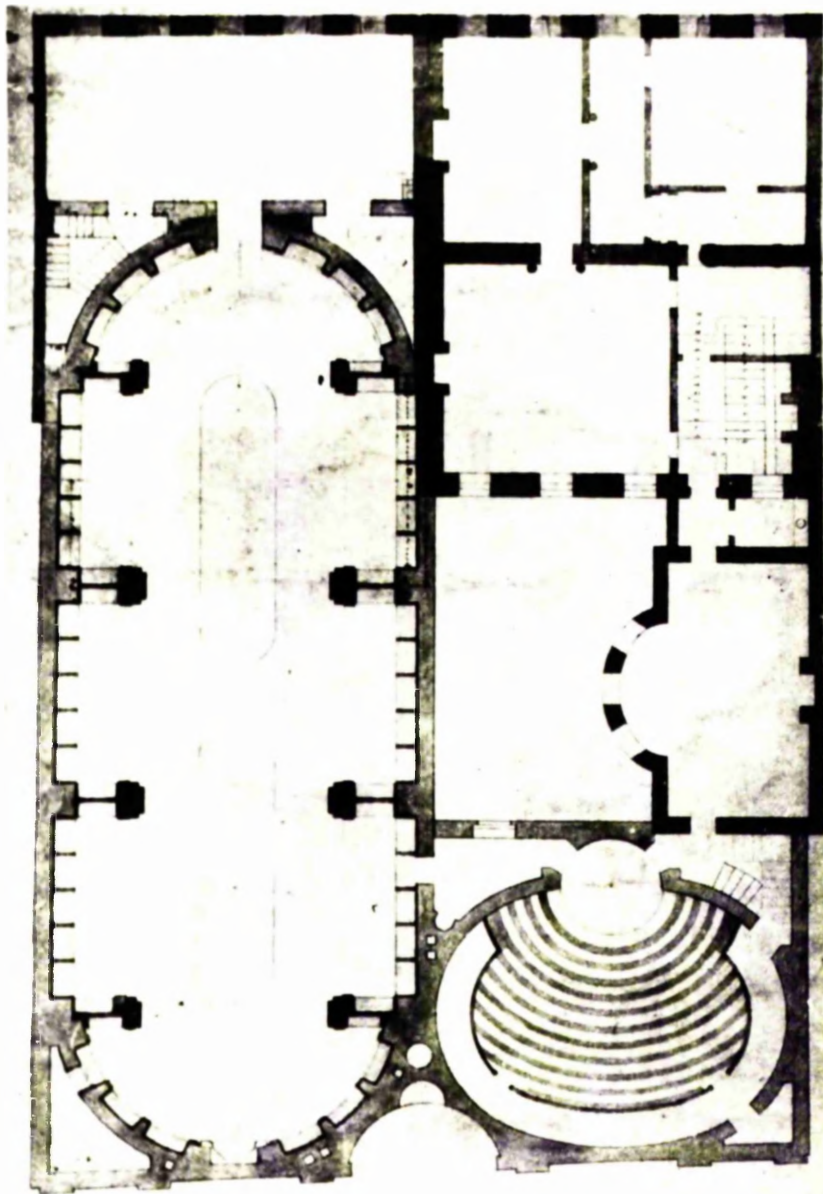
IXa. Sir Charles Barry, plan for the extension of the Royal College of Surgeons of England, 16 Dec 1833. R.C.S.of E., Engineer's Office, 92. 36/7.



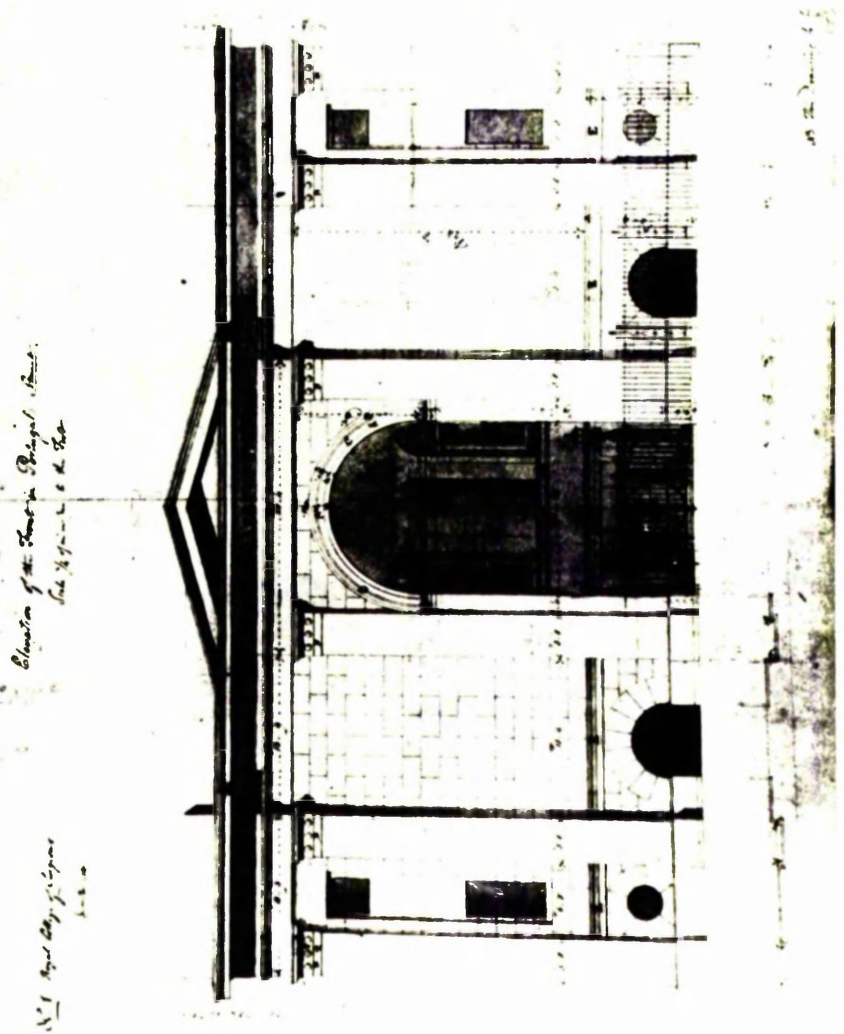
IXb. George Dance, rear front, Portugal Street, R.C.S. of E.,
1809-1834, Aquatint. Westminster Public Library, E 137 (4).



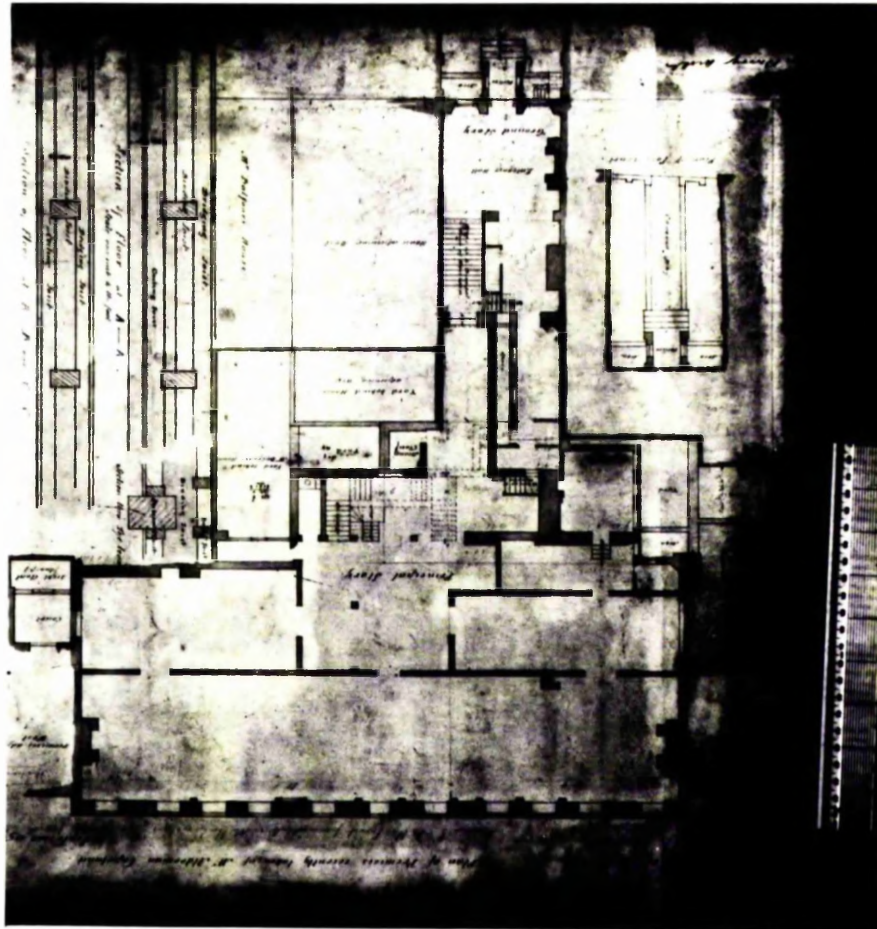
IXc. R.C.S.of E., south side, showing Dance rear front, the stables of 40 Portugal Row and Spode's Warehouse in Portugal Street, 1809. Pen and wash. Westminster Public Library, B 137 (8).



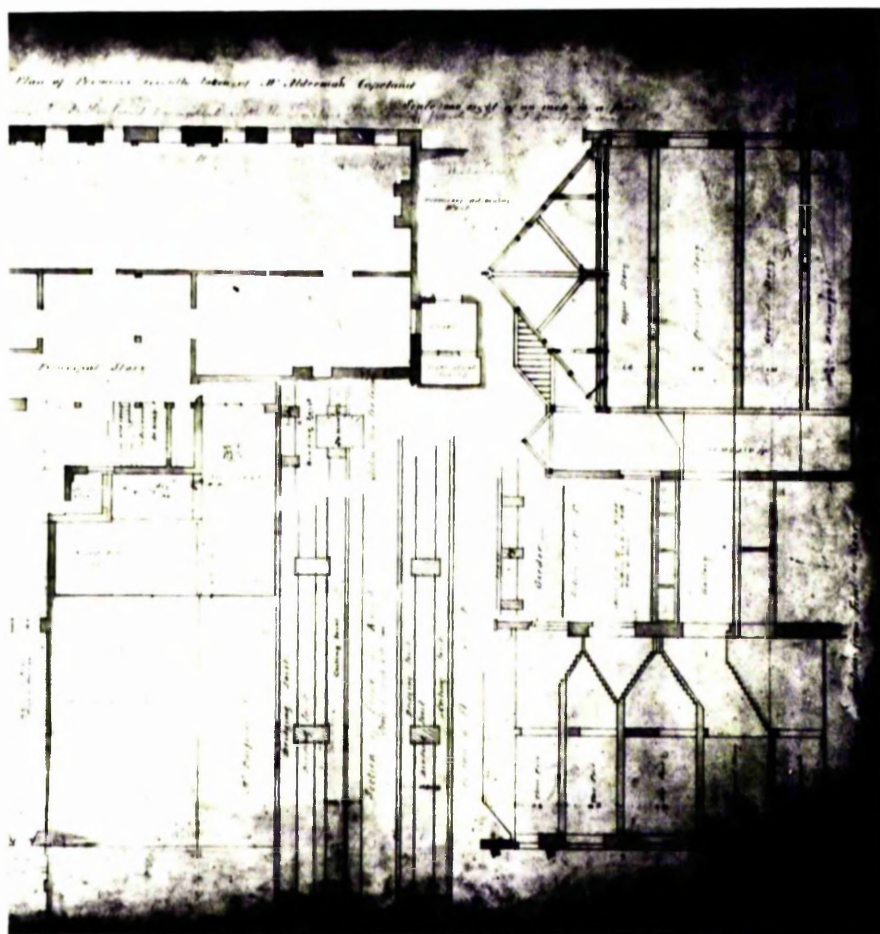
IXd. George Dance, plan for the reconstruction of R.C.S. of E., 1805. Soane Museum, Dance 5. 1. 9.



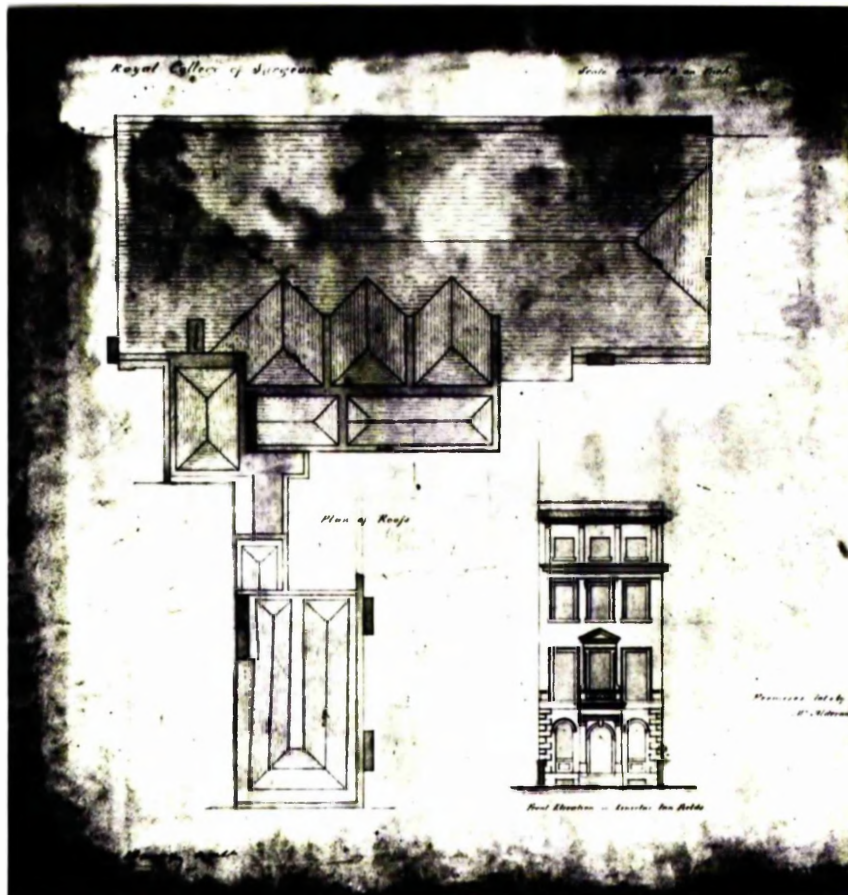
IXe. George Dance, elevation for the rear front of the R.C.S. of E., Portugal Street, 1806, completed 1809. Scane Museum, Dance 5. 7. 71.



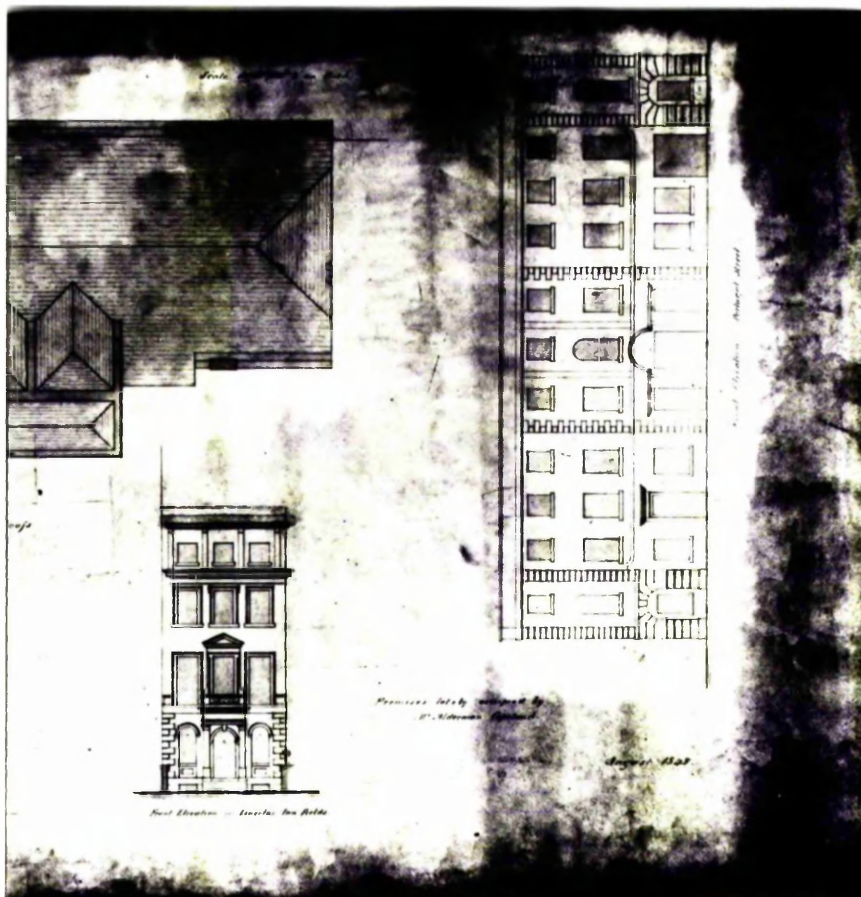
XJa. Sir Charles Barry, Survey of Spode-Copeland Warehouse,
plan and elevation, 1848. R.C.S. of E., Engineer's Office.



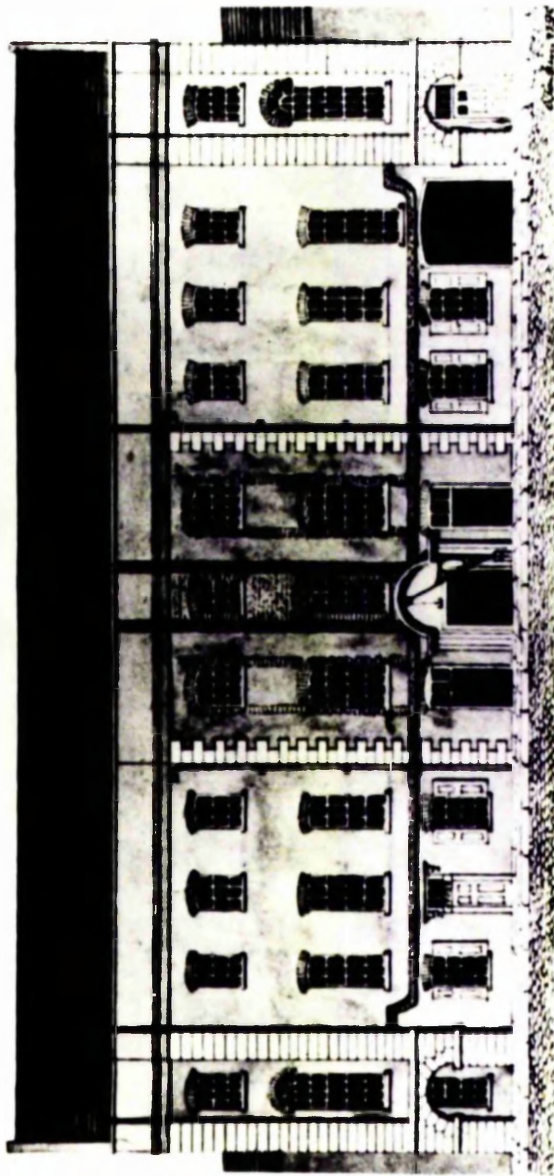
XII. Barry, detail of Survey plans, 1848, section through Warehouse and 37 Portugal Row.



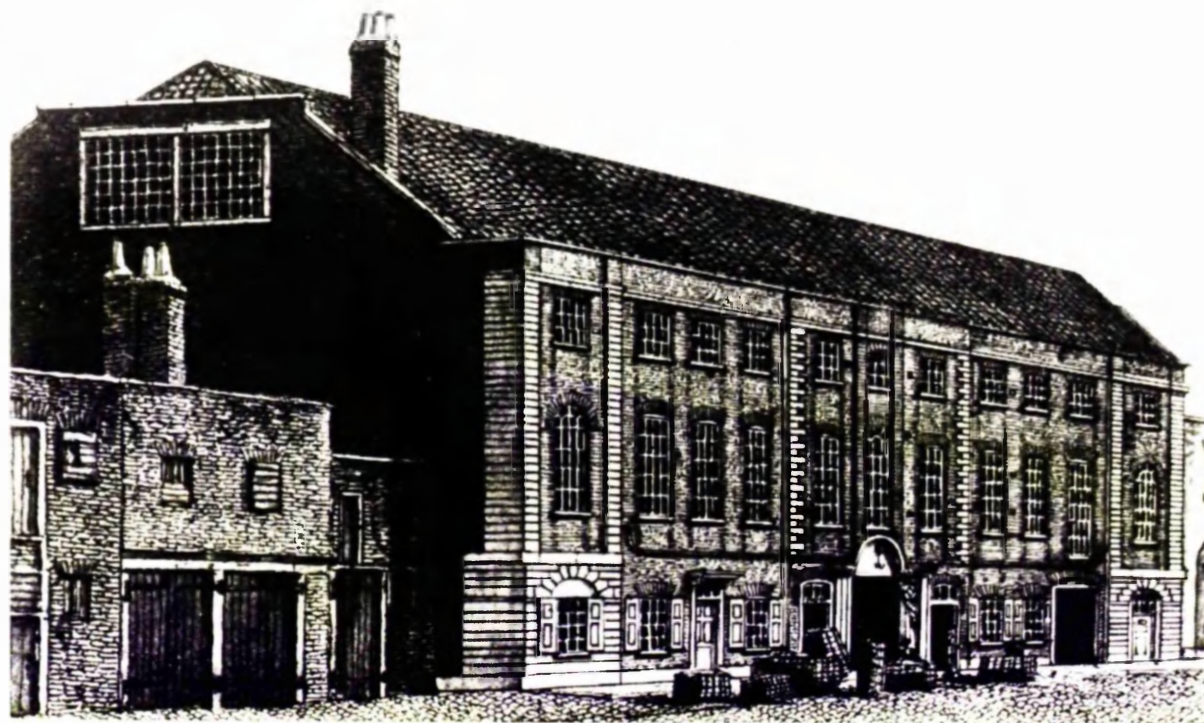
XIc. Barry, detail of Survey plans, 1848, plan of Roof of Warehouse and 37 Portugal Row, and front elevation of 37 Portugal Row.



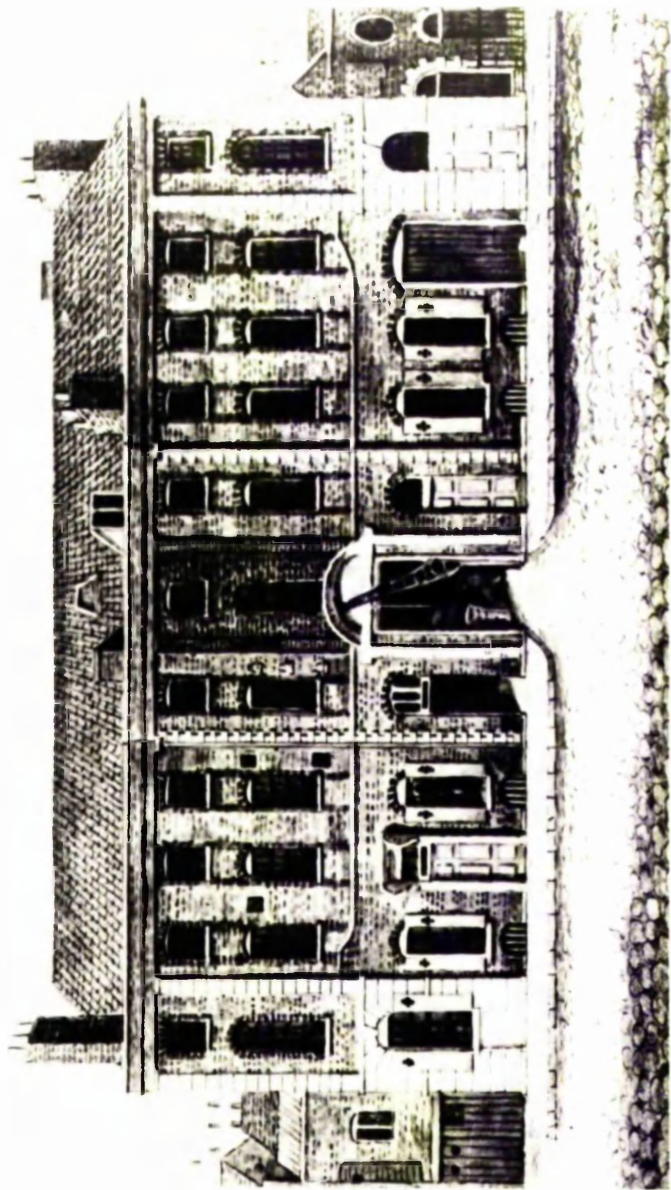
XId. Barry, detail of Survey plans, 1848, elevation of Warehouse south side Portugal Street.



XII. O. (C?) Tomkins, Spode Warehouse, 1796. Watercolour.
Spode Ltd.



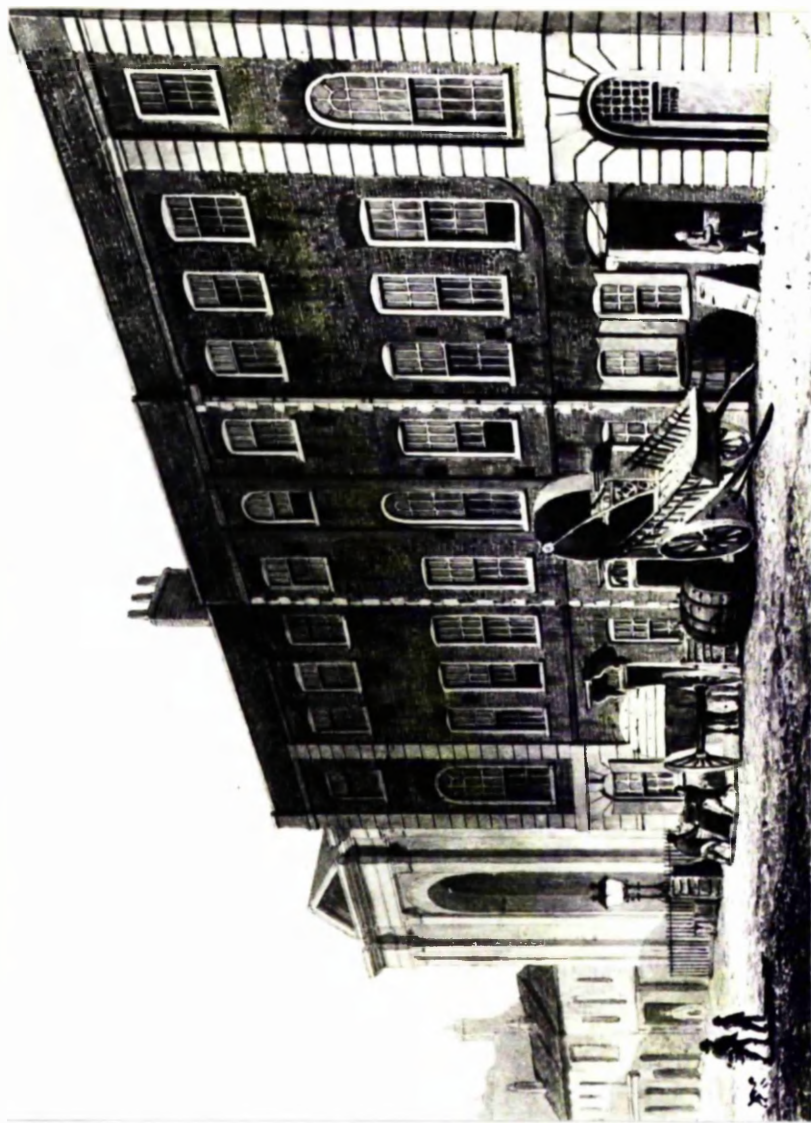
XIII. C. Tomkins, Spode Warehouse and stable to 40 Portugal Row,
1801. B.M., 'Fennant's Account of London', VI, 261.
Watercolour.



XIV. Anon., Spode Warehouse, stable and 20 Portugal Street,
(1801?), Guildhall Library, London. Watercolour.



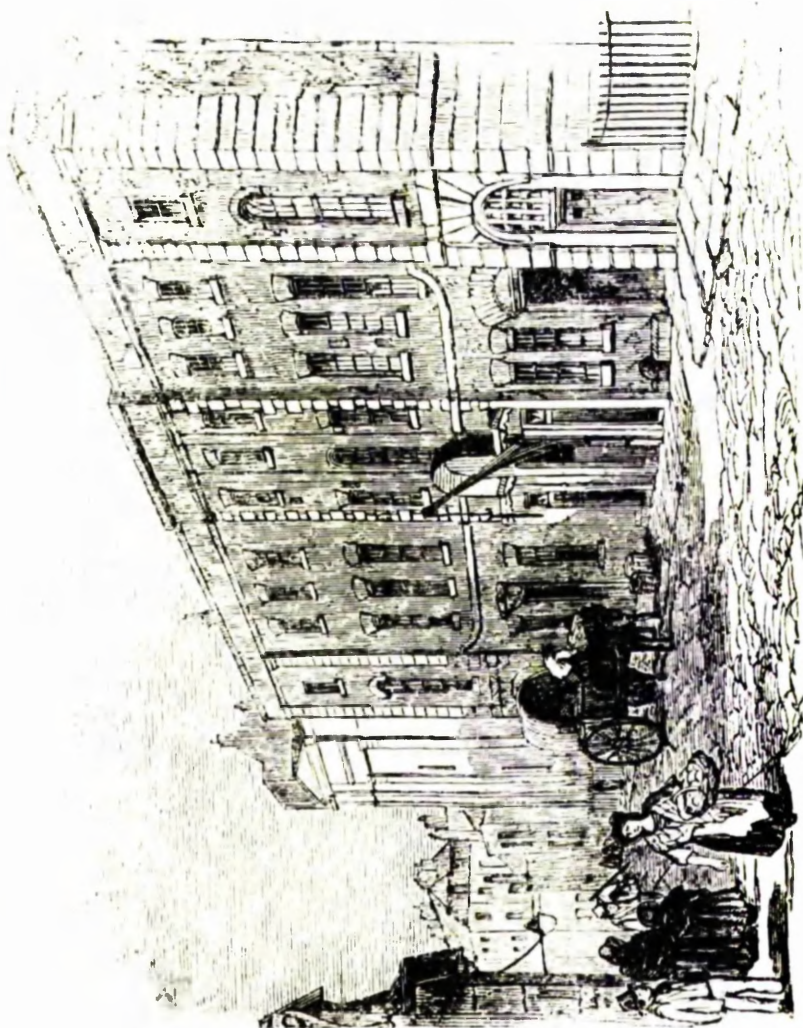
XV. Anon., Spode Warehouse, n.d., watercolour.
B.M., 210, C9, p. 61.



XVIa. G. Shepherd, Spode Warehouse, 1811, Watercolour.
Guildhall Library, London, W.W2/POR (1).



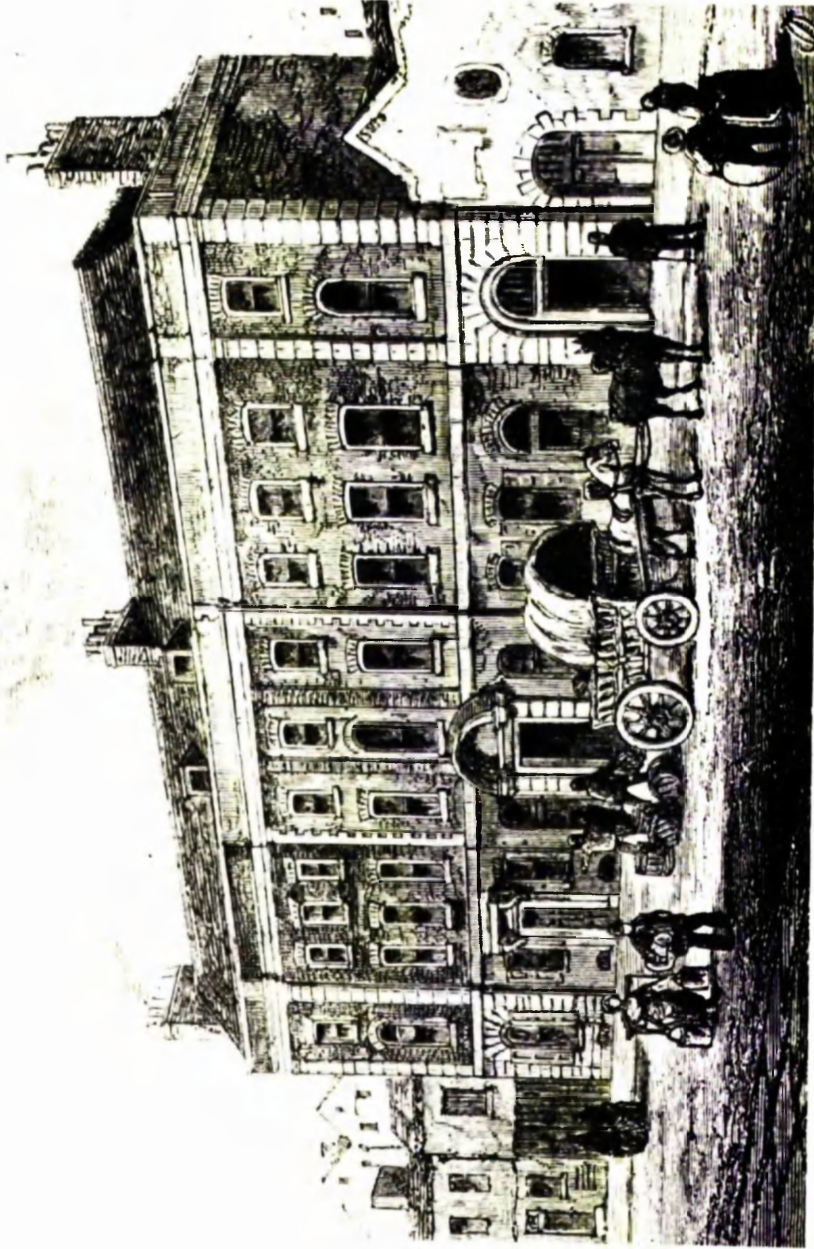
XVIb. G. Shepherd, eng. Wise, Spode Warehouse, 1811.
Pub. R. Wilkinson, Londina Illustrata, 1811.



XVII. Anon., Spode Warehouse, 1848.
Lady's Newspaper, 2 Sept 1848.

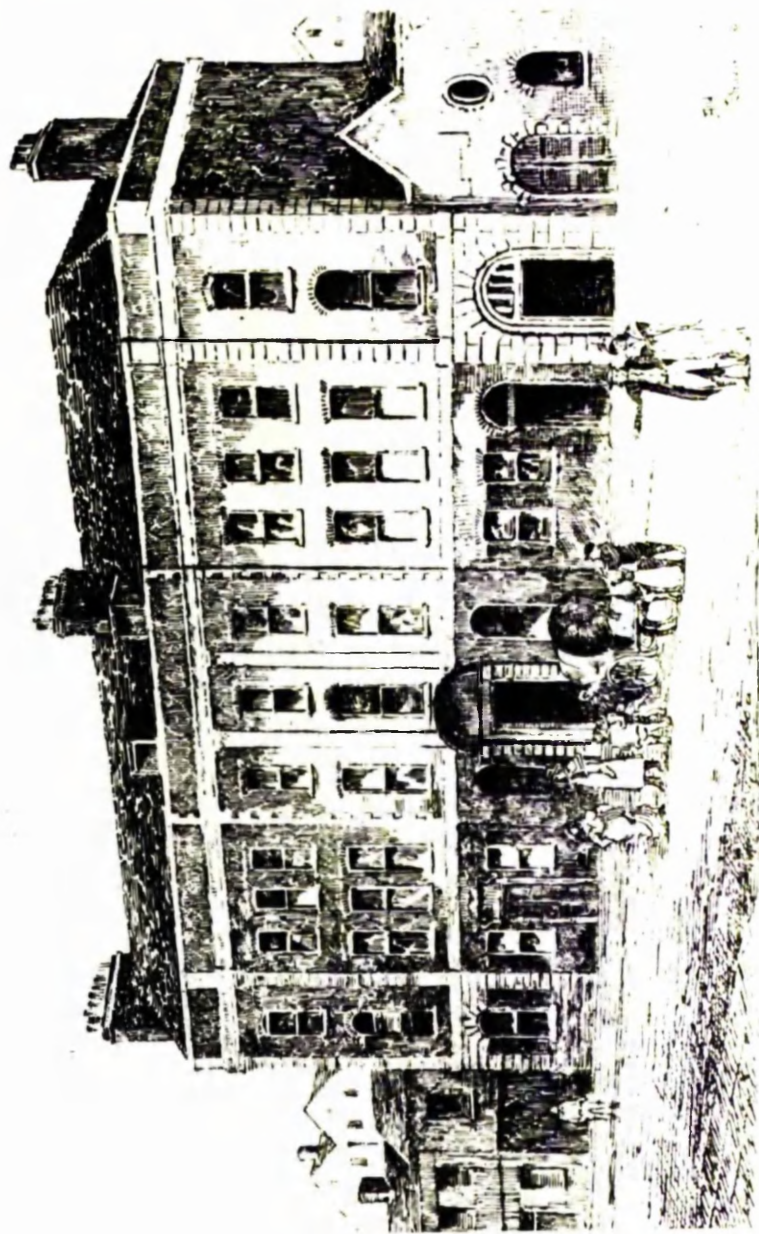


XVIII. Anon., Spode Warehouse, n.d.,
C. Gordon, Old Time Aldwych, Kingsway & Neighbourhood, 1847.

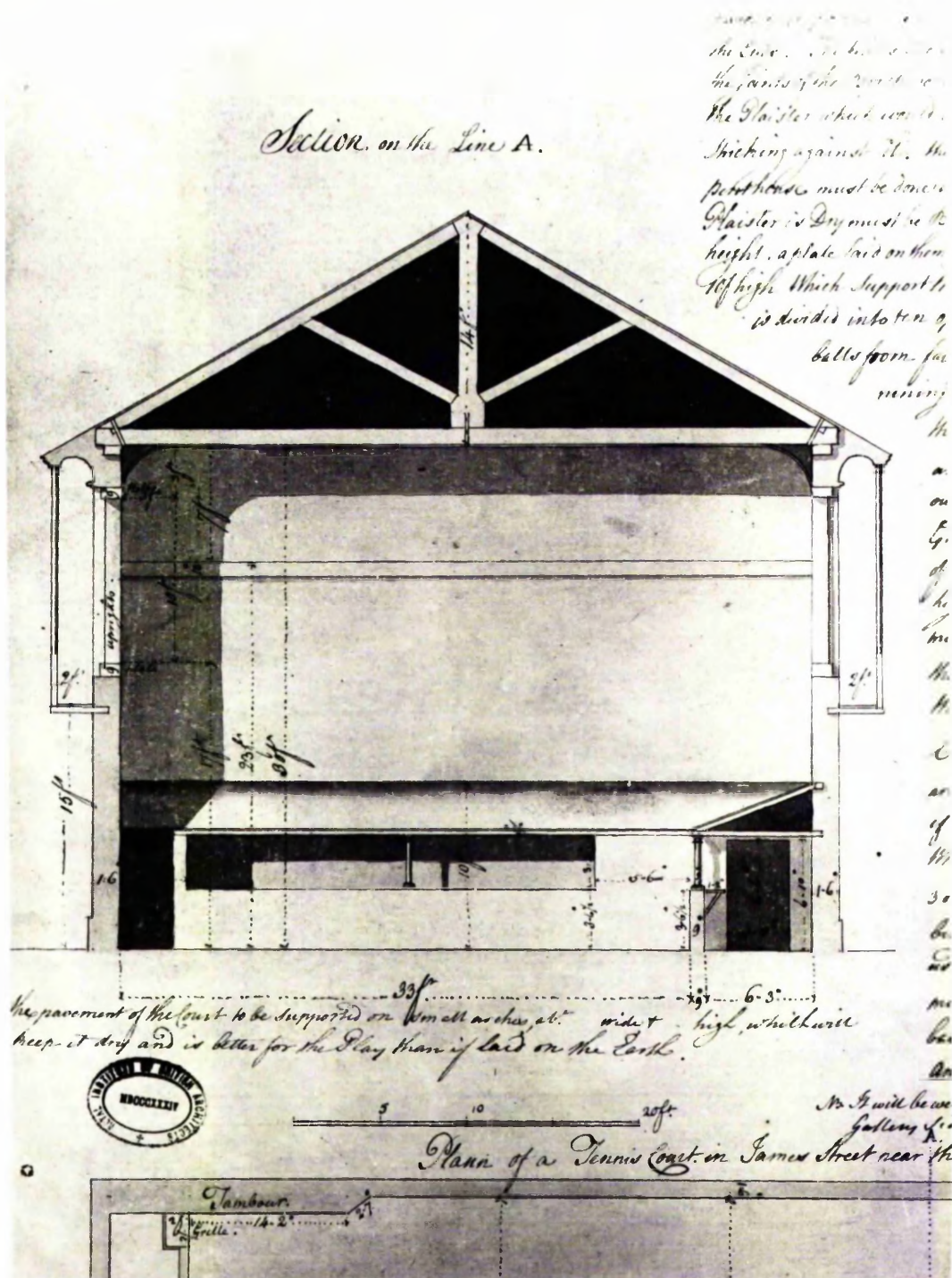


XIX.

O.J. (J.O.), Spode Warehouse, n.d.,
E.B. Chancellor, The Romance of Lincoln's Inn Fields, 1932,
p. 200.



XX. Alfred Beavis, Spode Warehouse, '95', (1895),
C.W. Heckethorn, Lincoln's Inn Fields, 1896, p. 151.



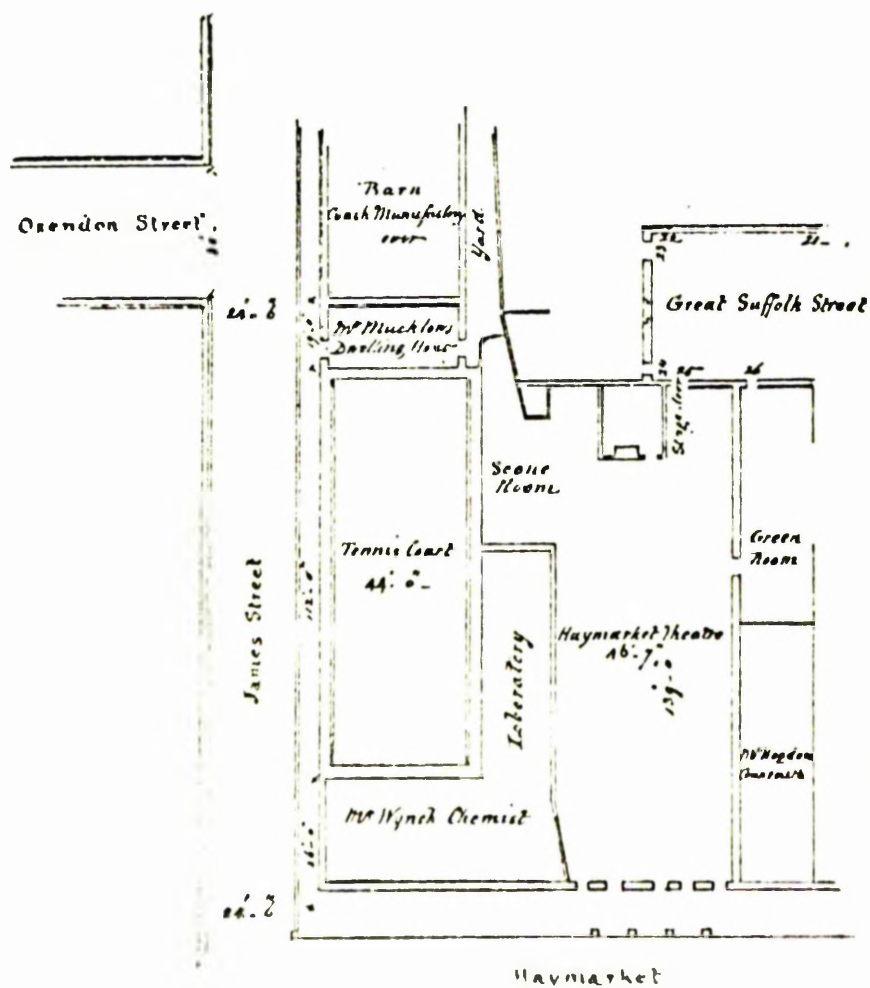
XXI. James Street, Tennis Court west, section,
Sir William Chambers, 1772, R.I.B.A., J4/21 (6).

When marked with this they may be
 for your ground be covered with this, and
 but a month's work in ground is a space
 and. Allowing for the space between the
 mud have more work or the same it is more
 better for having the ground dry.
 An Apartment for the Person taking care of the
 Mr. B will be well to have a receipt for the paper of the Court and a
 gallery side for the person to stand in and make the
 Name of a Tennis Court in James Street near the Haymarket.

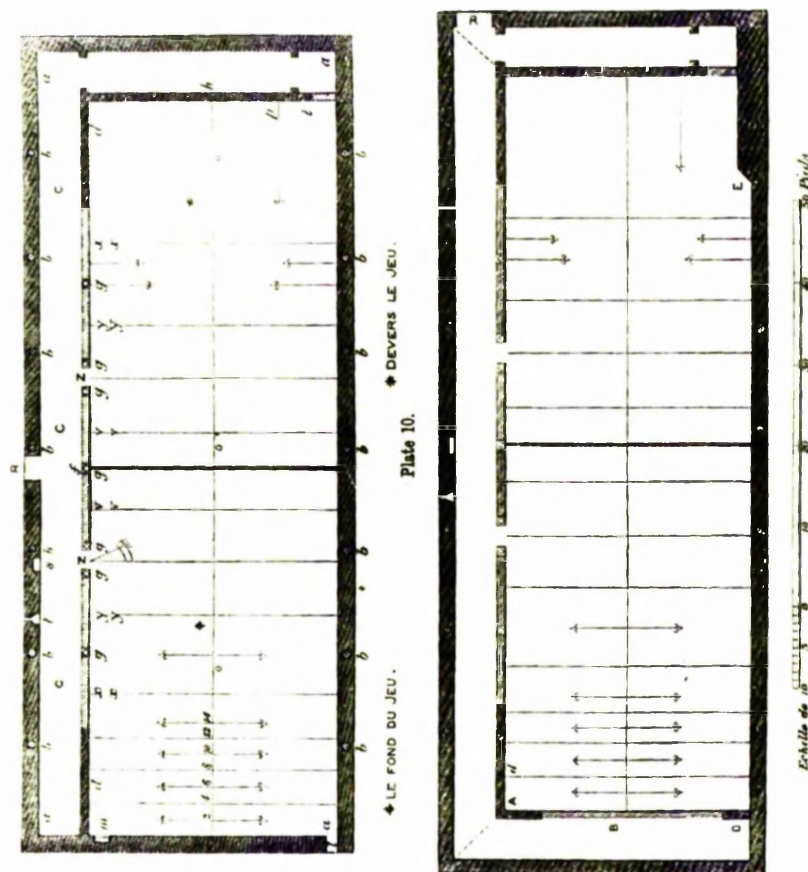


A. 10 feet

XXII. James Street, Tennis Court west, plan, Sir William Chambers, 1772, R.I.B.A., J4/21 (6).



XXIIa. James Street, plan west and part of east Tennis Court, B.M., Crace Coll., Portfolio, 13, No. 20. 1821.



XXIII. Dedans and Quarree Tennis Courts, plans, from de Garsault, Art du Paumier-Raquetier, 1767, in J. Marshall, The Annals of Tennis, 1878.



XXIV. James Street, east Tennis Court, 1885.



XXV. James Street, west Tennis Court and House, 1885.



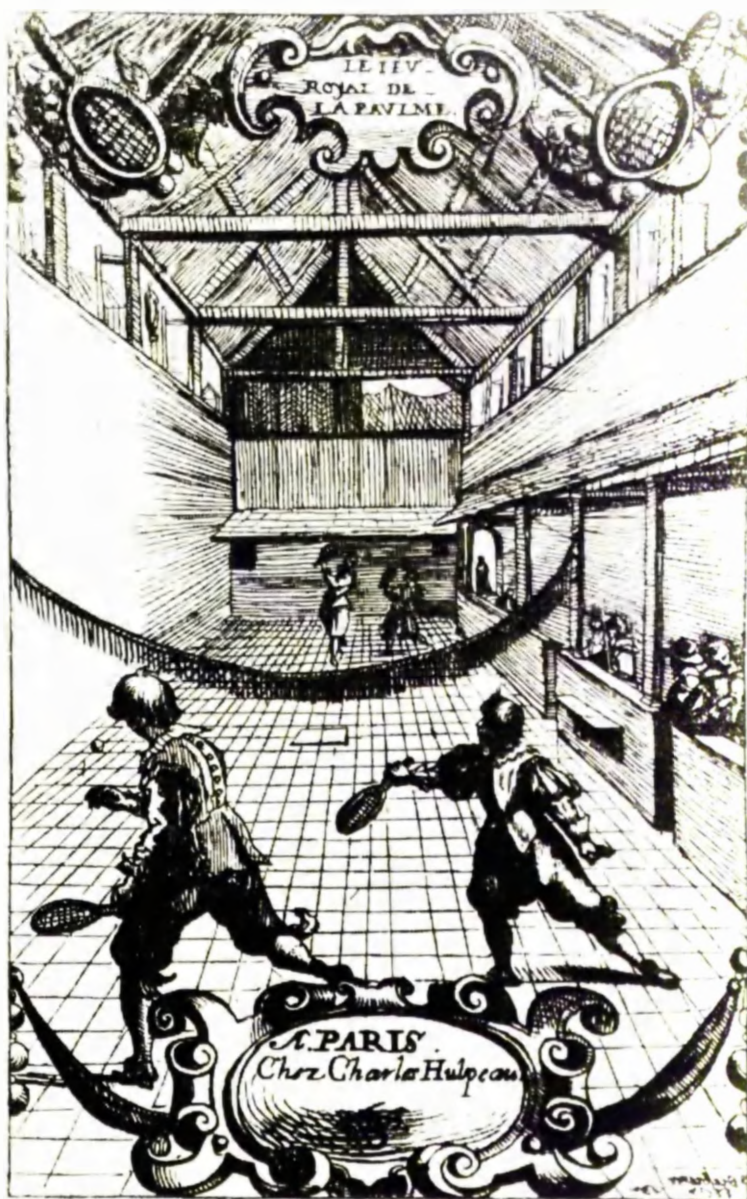
XXVI. James Street,
Watercolour.



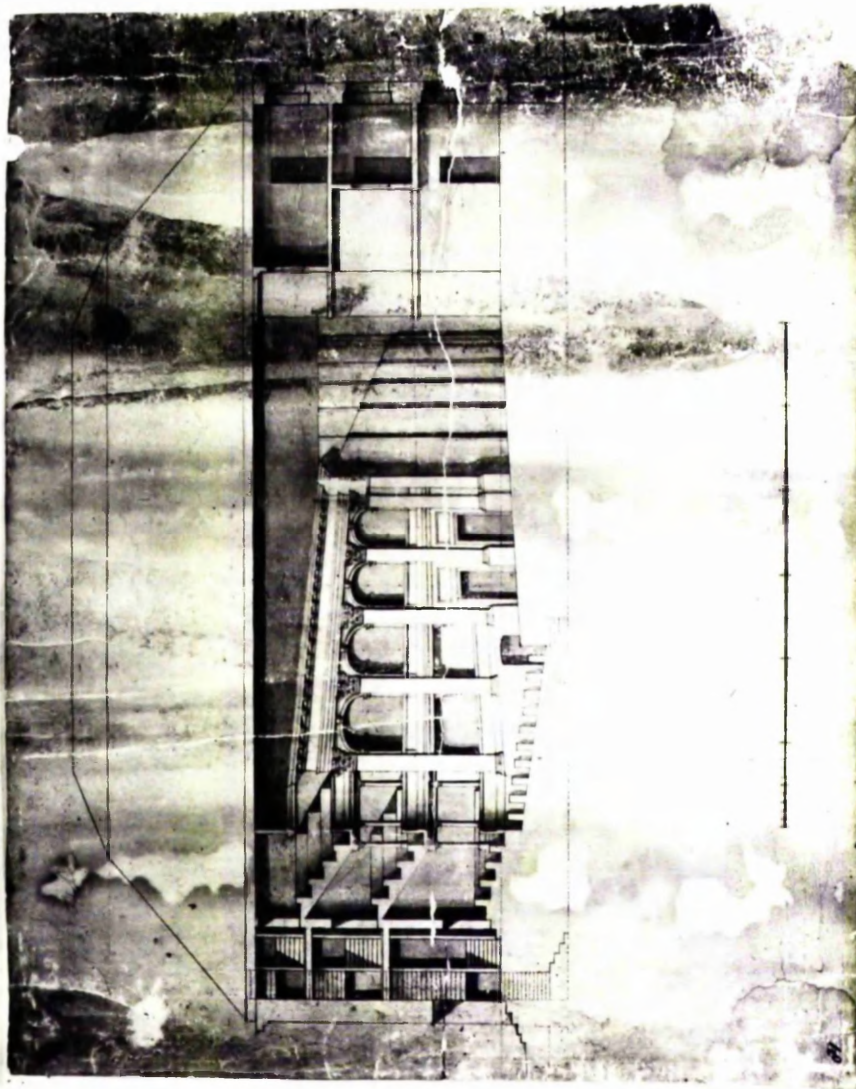
east Tennis Court, T.H. Shepherd, 1840.
Westminster Public Library, f. 138.



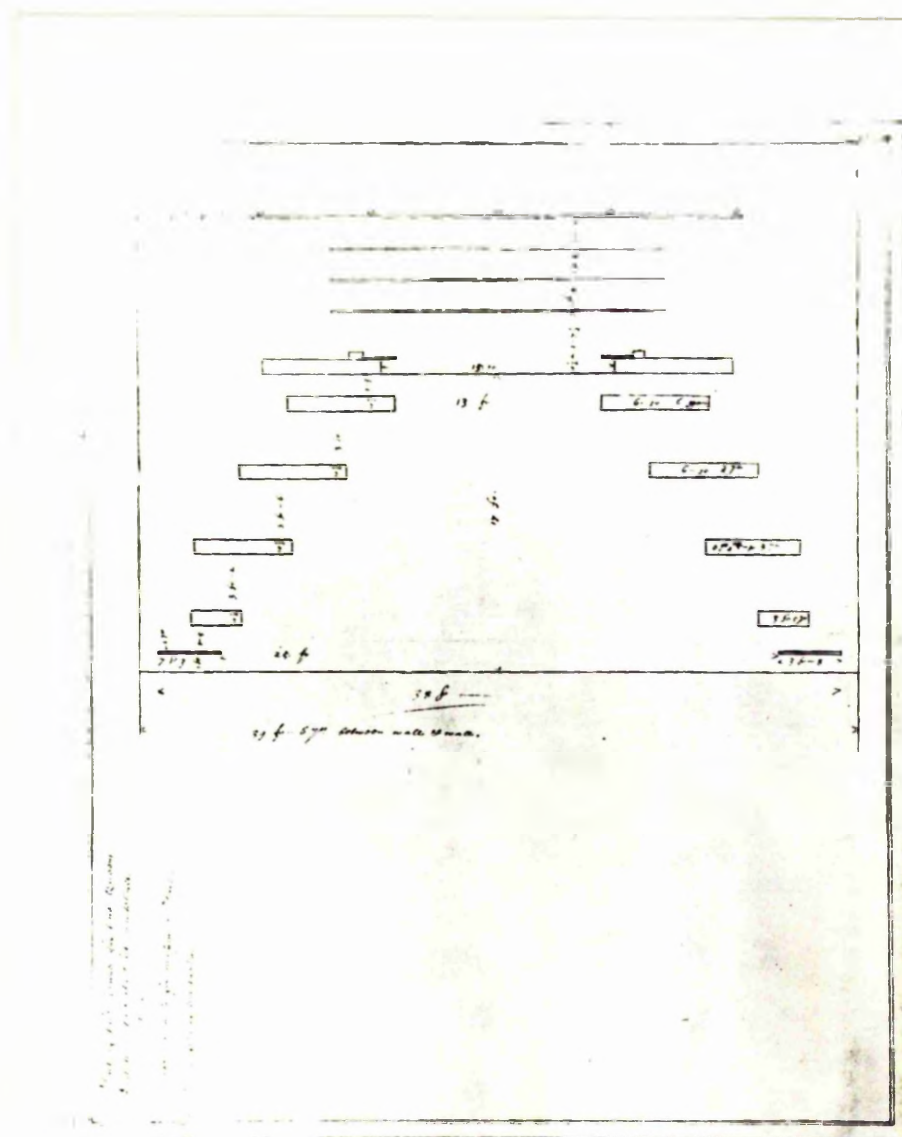
XXVII. James Street, west Tennis Court, T.H. Shepherd, 1840.
Watercolour. Westminster Public Library, f. 138.



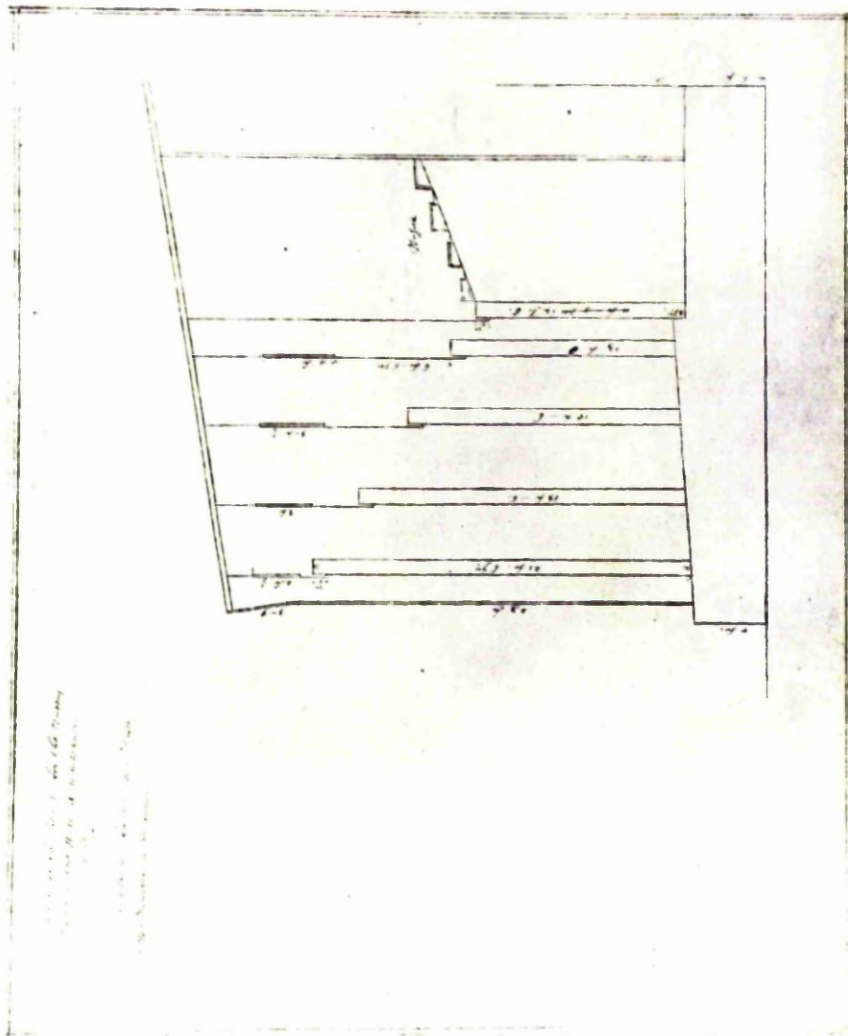
XXVIII. Tennis Court Interior, Charles Hulpeau, Paris, 1653.



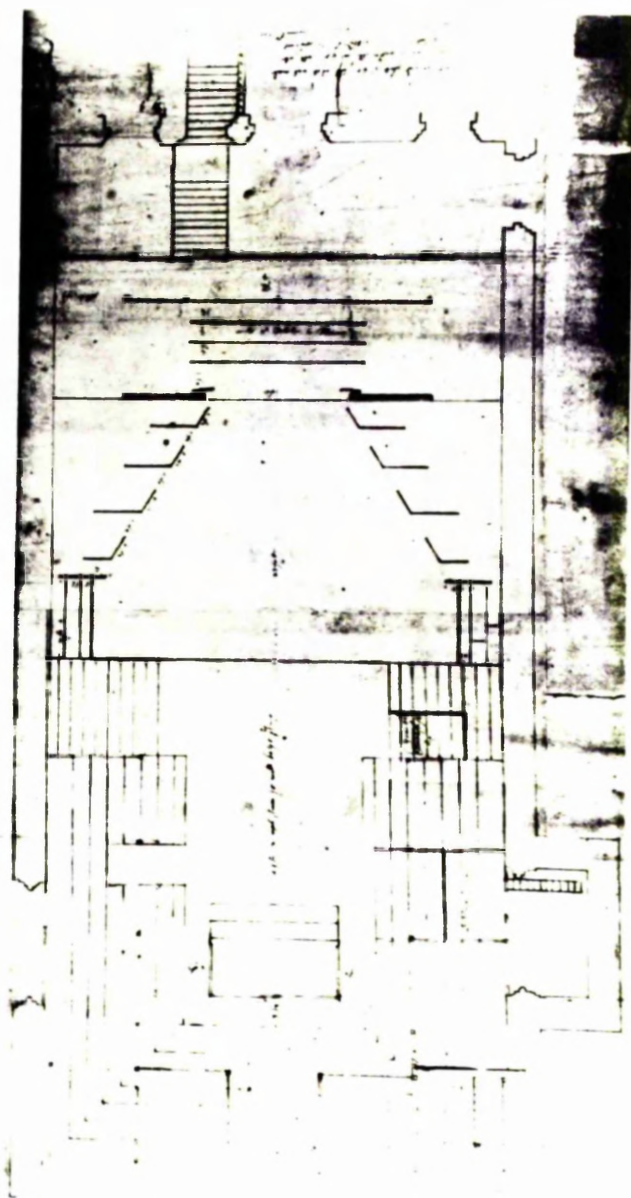
XXIX. Wren, 'Playhouse', longitudinal section.
. All Souls College, Oxford. Wren drawings, vol. ii, No. 81.



XXX. J. Webb, plan, Mustapha, in the Great Hall, Whitehall, 1665.



XXXI. J. Webb, longitudinal section, Mustapha, in the Great Hall, Whitehall, 1665.



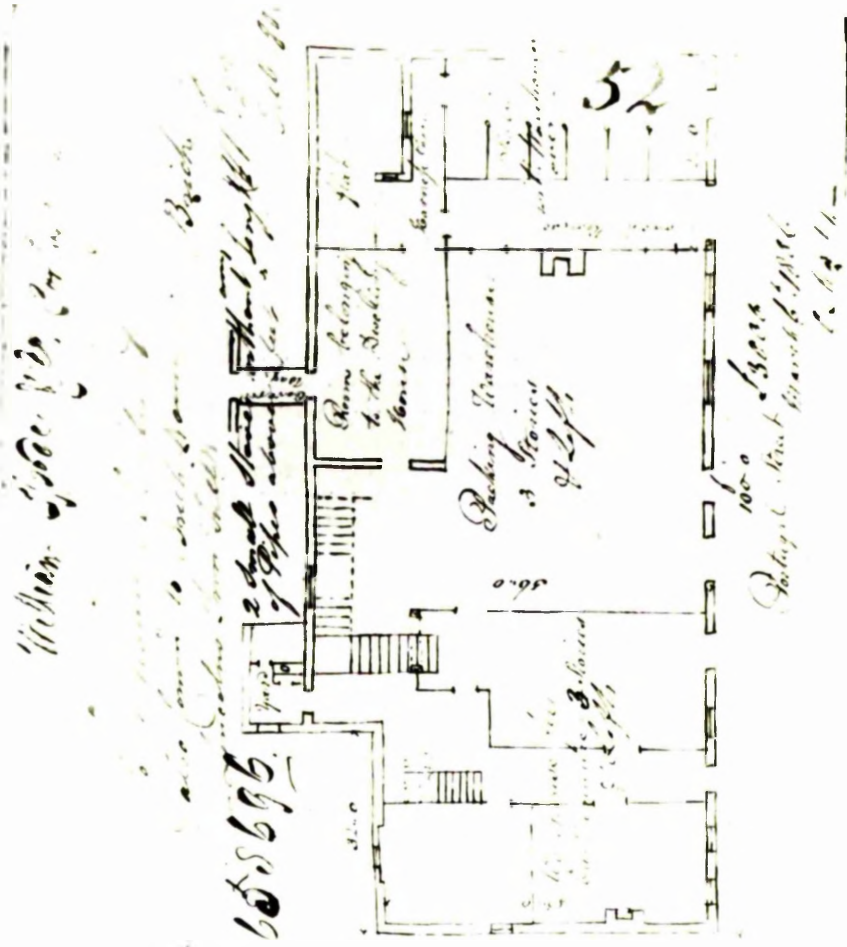
XXXII. I. Jones, plan, Florimene. 1635, in the Great Hall, Whitehall.



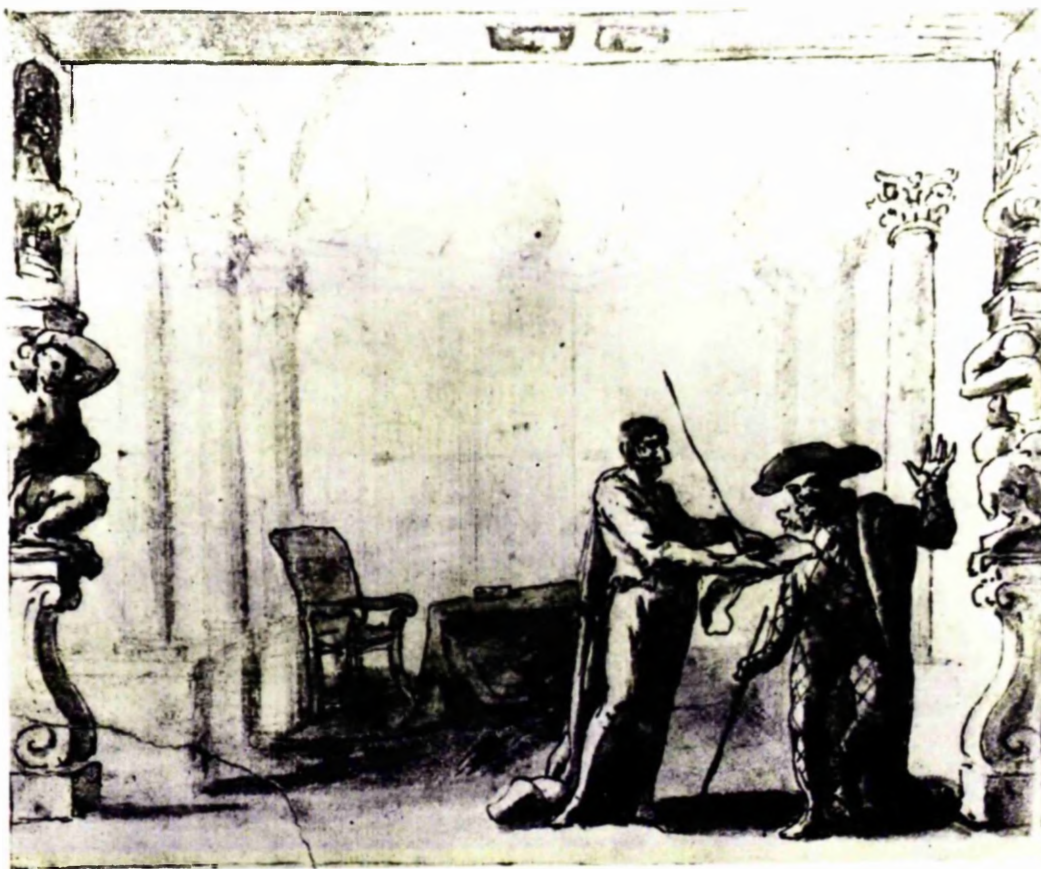
*Could now some Faustus, to reform the Age,
 Inquire up Shakespear's or Ben Jonson's ghost,
 They'd blasphe for shame, to see the English Stage
 Pretend'd to politer, at so great a cost.*

From Ballad 1724.

XXXIII. W. Hogarth, 'The Bad Taste of the Town', or 'Masquerades
 and Operas', 1724, showing LIP III and the Queen's Theatre.



XXXIV. Sun Fire Offices, plan of Spode Warehouse, Portugal Street, 6 March, 1806. Guildhall Library, London, Ms 11936 D.



XXXV. Anon., 'Harlequin Dr Faustus', c. 1723.
Pen and wash.



XXXVI. W. Hogarth, 'The Beggar's Opera Burlesqued', 1728-9.
H.M. the Queen, Windsor Castle. Pen and wash.



XXXVII. W. Hogarth, 'The Beggar's Opera Burlesqued', 1728-9.



XXXVIII. W. Hogarth, 'The Beggar's Opera', 1728.
H.M. the Queen, Windsor Castle. Crayon.



XXXIX. W. Hogarth, 'The Beggar's Opera',
Mellon Collection.



XL. W. Hogarth, 'The Beggar's Opera', 1729-31.
The Tate Gallery.

67

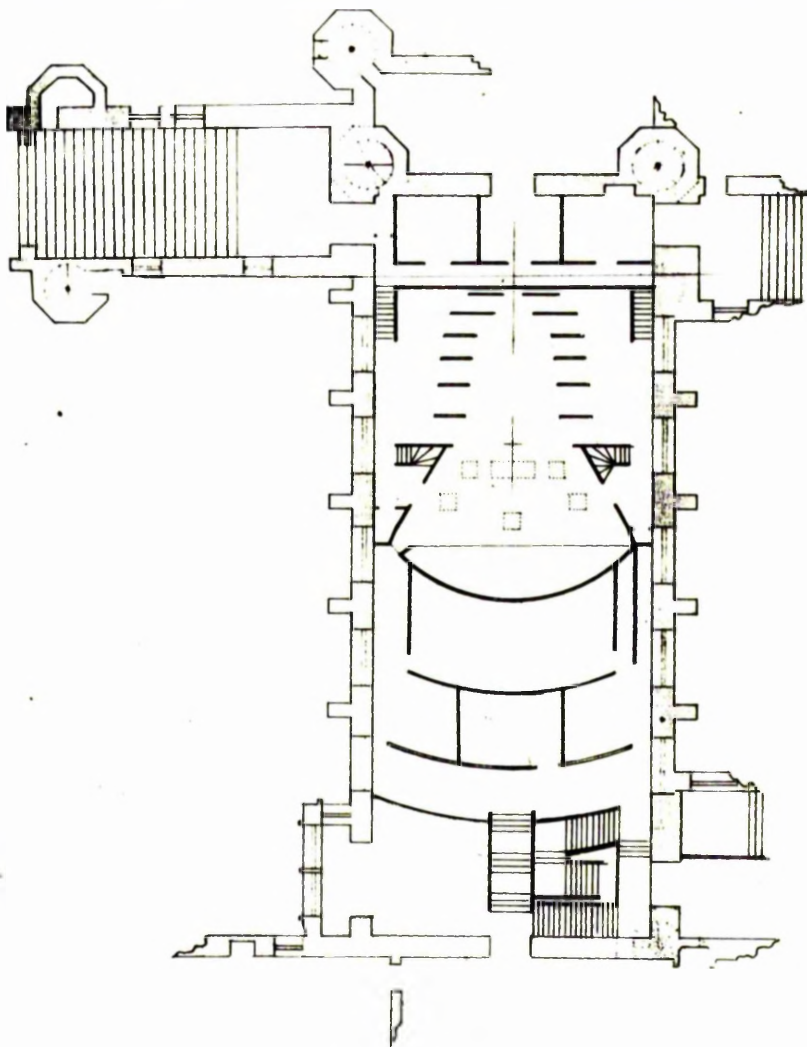
The Masque at the Old House

Now we each Ho-ver O-ver One your Gen-er-ous has ticked him self quite clean O-ver. Thousands get it

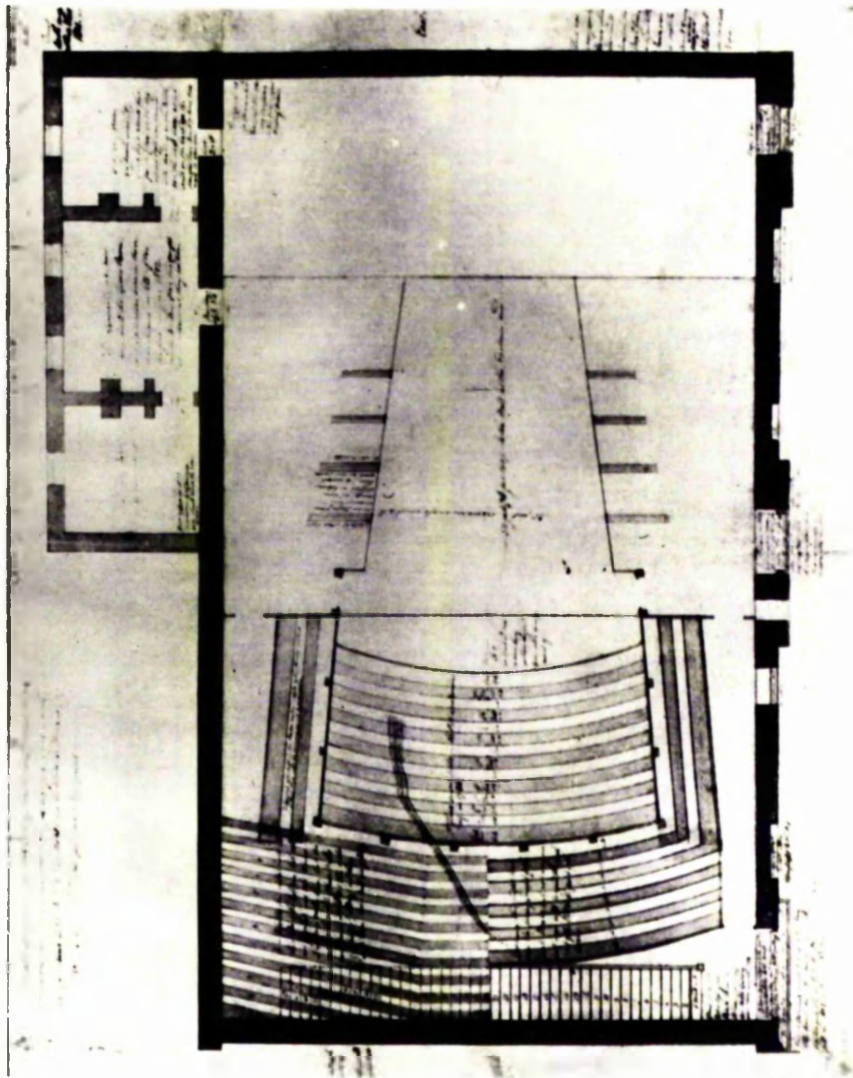
XLI. George Bickham jun., 'A Masque at the Old House',
pub. The Musical Entertainer, 1738-9, p. 67.



XLII. W. Hogarth, 'The Indian Emperor', 1731.



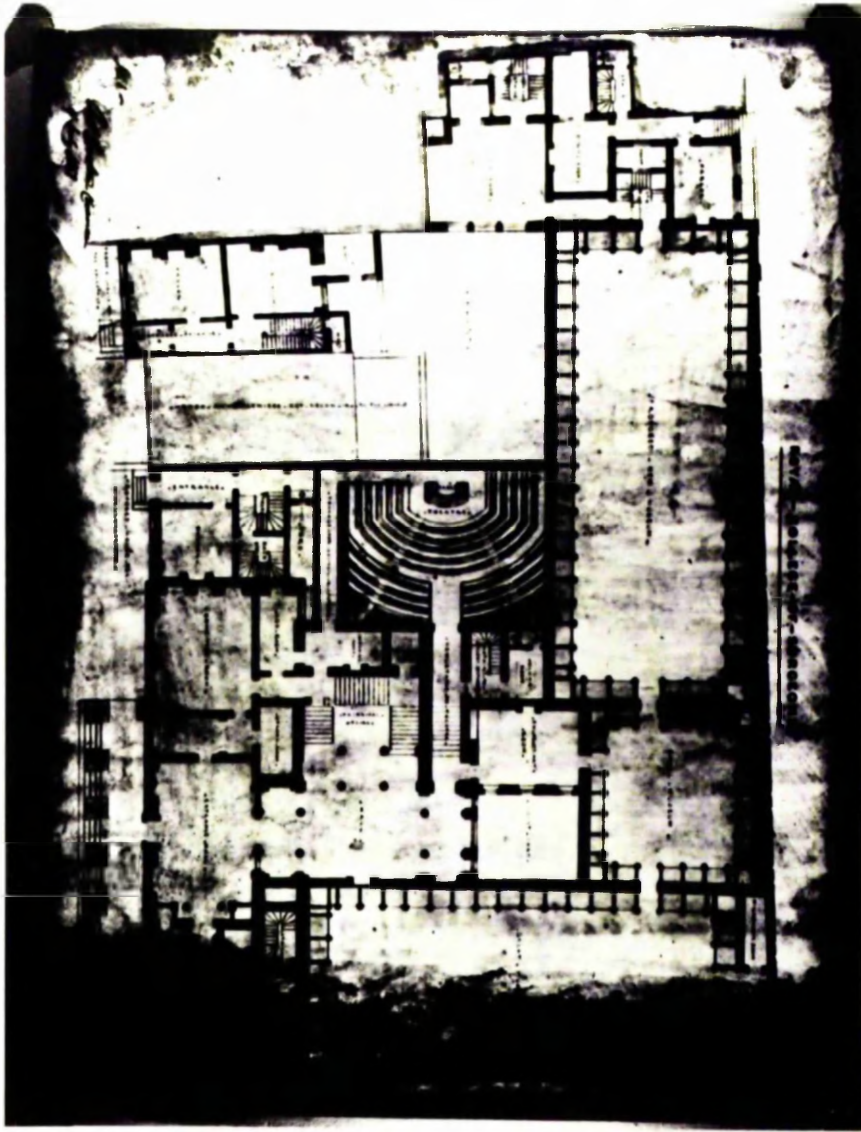
XLIII. Plan, The Theatre in the Great Hall, Hampton Court,
1718-1798, Thomas Fort, Book of Drawings, f. 22, c. 1724.
P.S.A. Library.



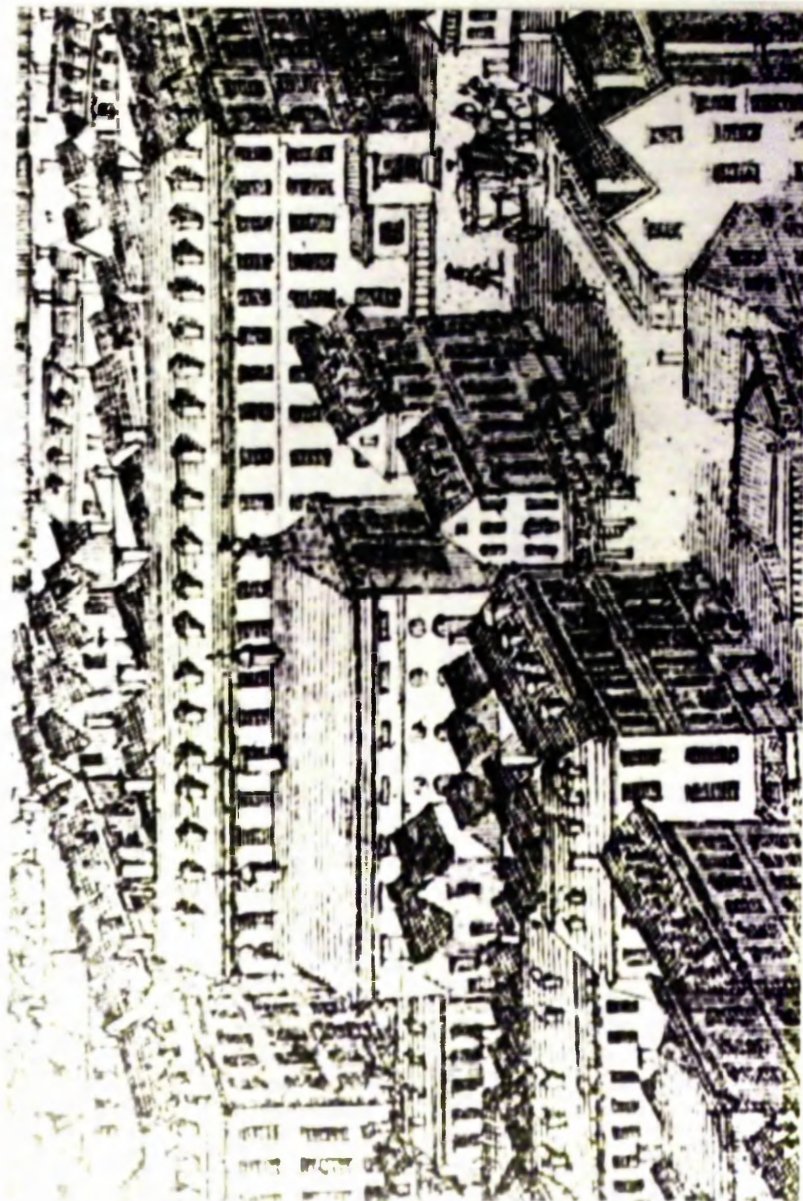
XLVa. E. Shepherd, Goodman's Fields Theatre, plan.
Drawn by W. Capon, c. 1802. R. Eddison Collection.



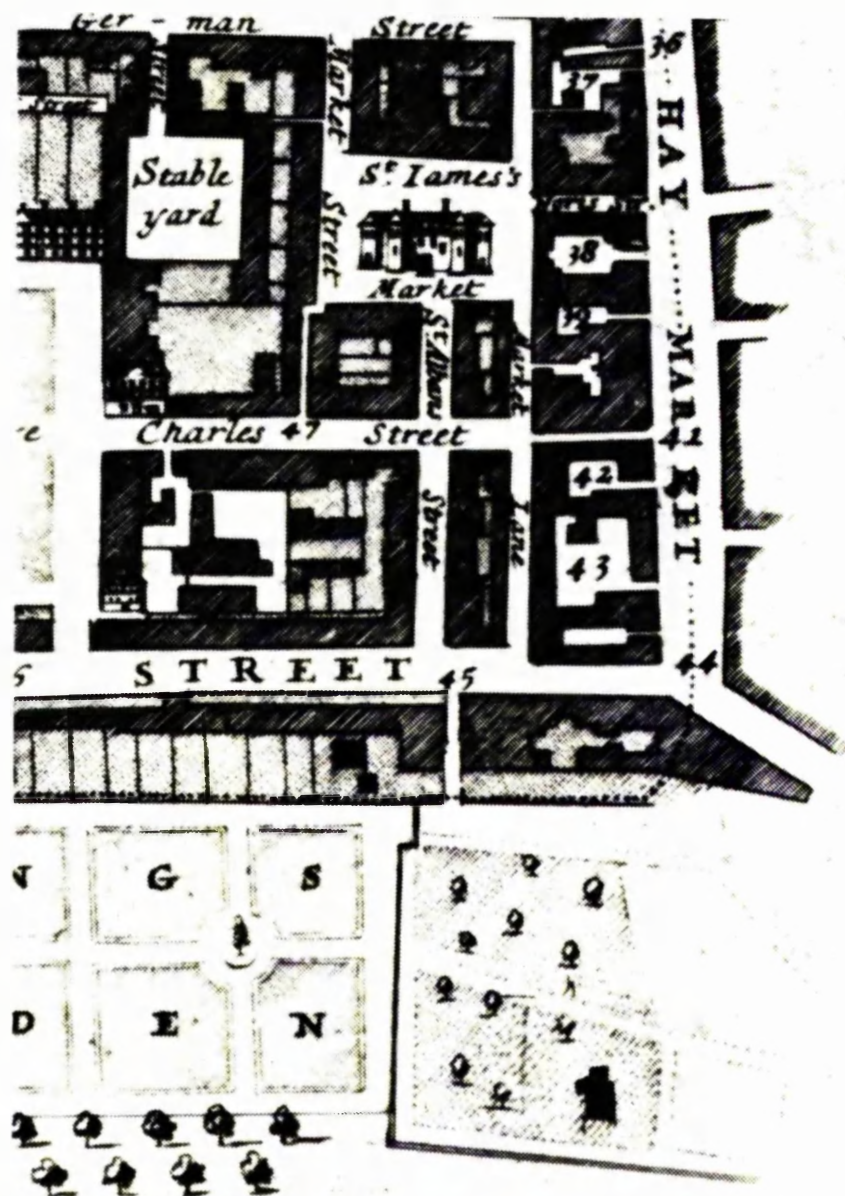
XLVb. E, Shepherd, Goodman's Fields Theatre, front elevation.
Drawn by W. Capon, c. 1802. B.M., 175.b.1, p. 21 No.74.



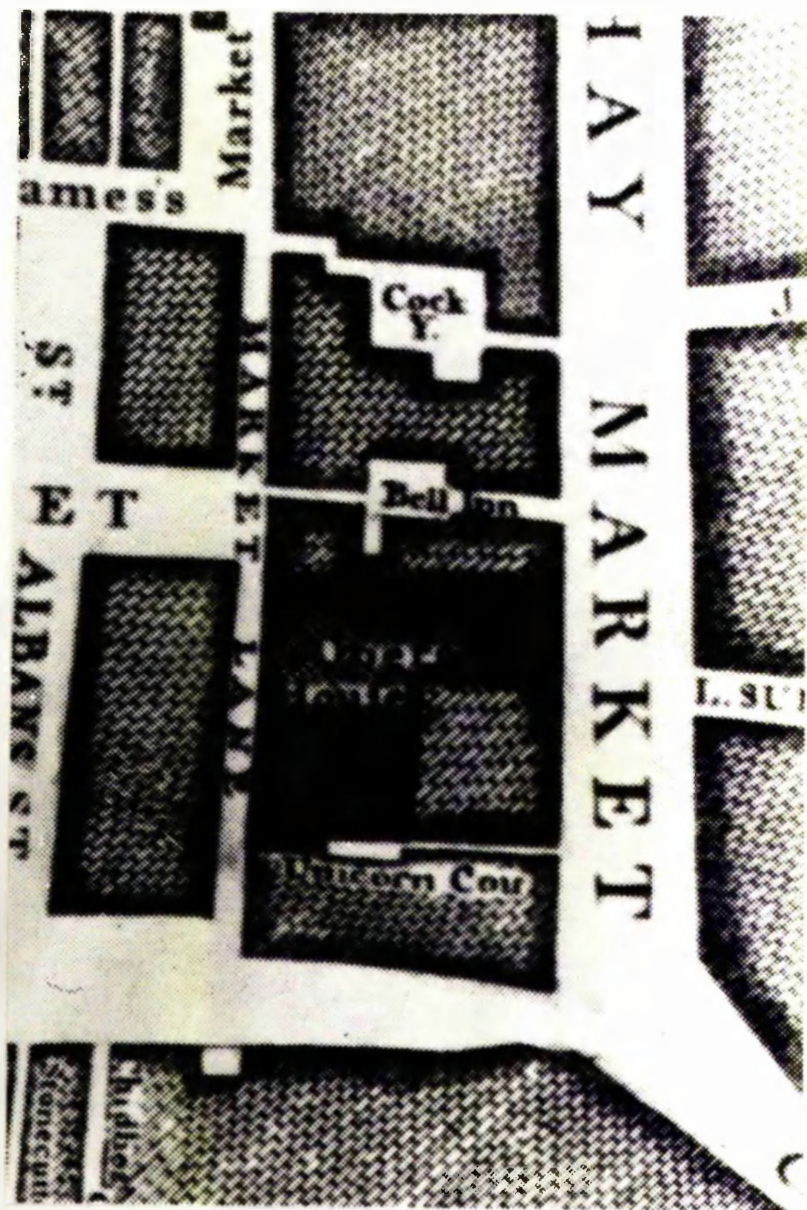
XLVI. R.C.S.of E., plan of College on the theatre plot and adjacent properties, 9 July 1851. R.C.S. of E., Engineer's Office.



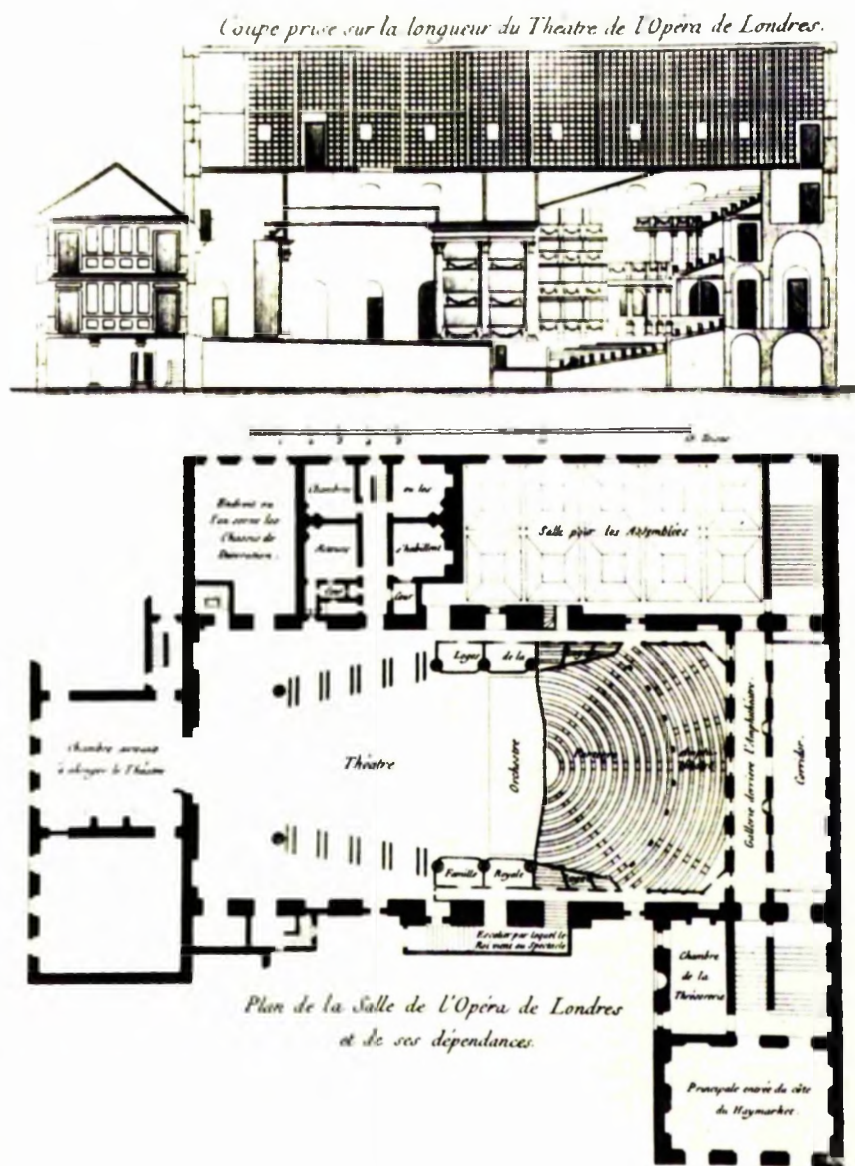
XLVII. Extract from Kip's view of London and Westminster,
c. 1714-1722.



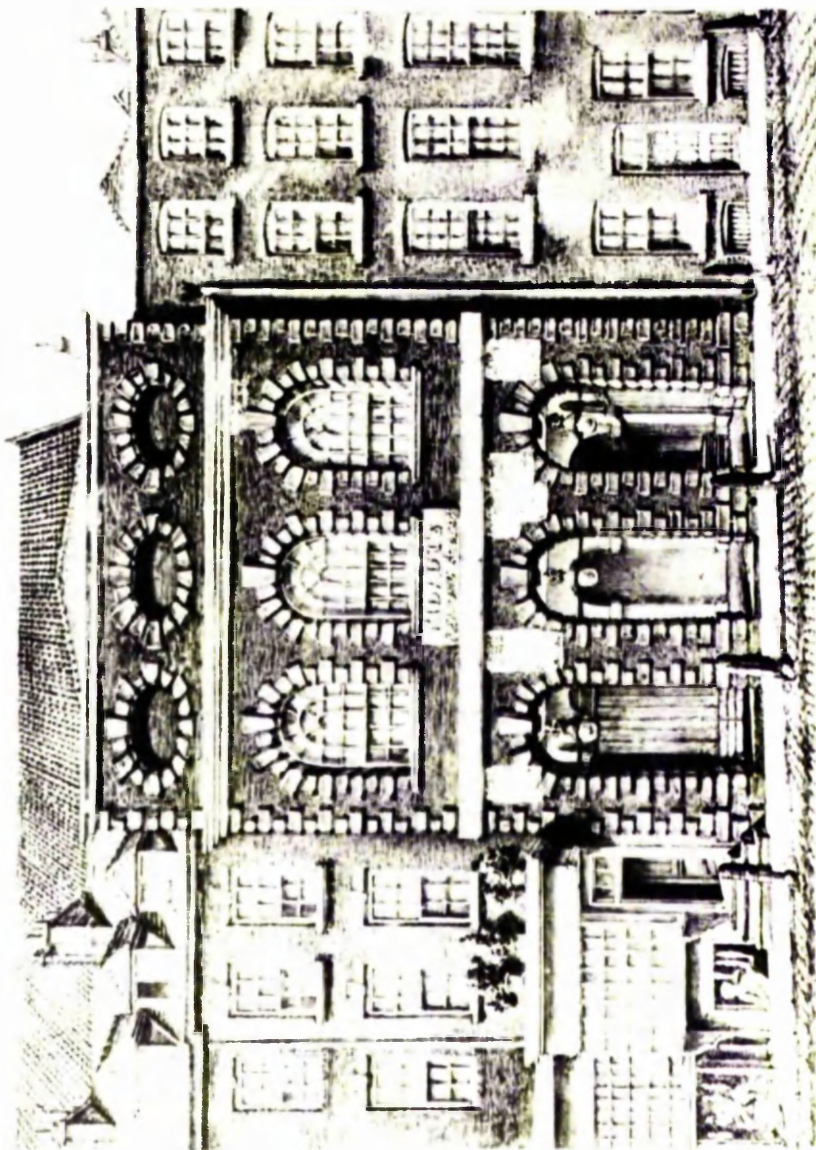
XLVIIIa. Extract from Blome's map of the parish of St. James,
c. 1689.



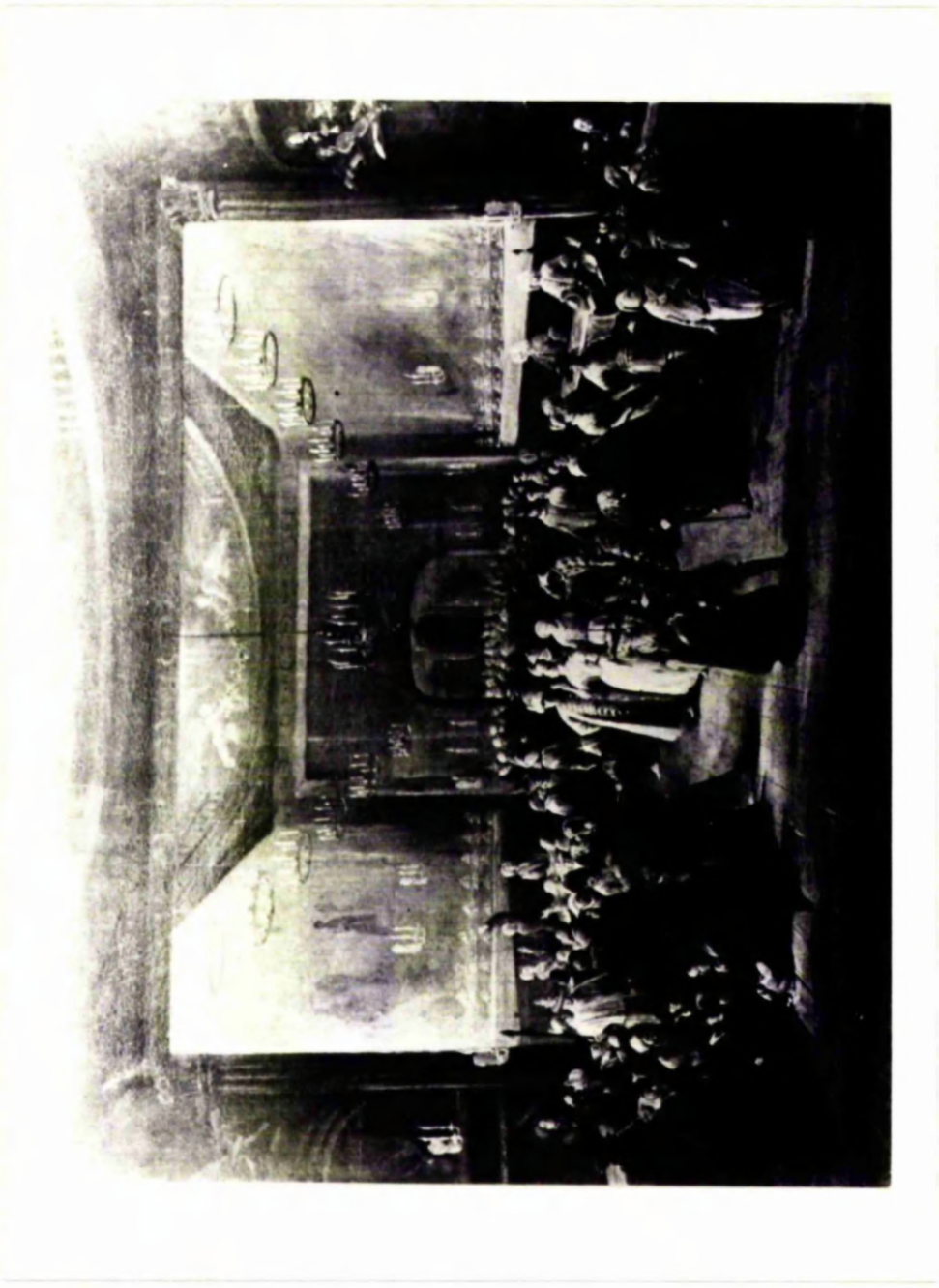
XLVIIIb. Extract from Rocque's map of London, 1746.



XLIX. C.P.M. Dumont, Queen's Theatre in the Haymarket, 1764, plan and section, Parallele de Plans des Plus Belles Salles.



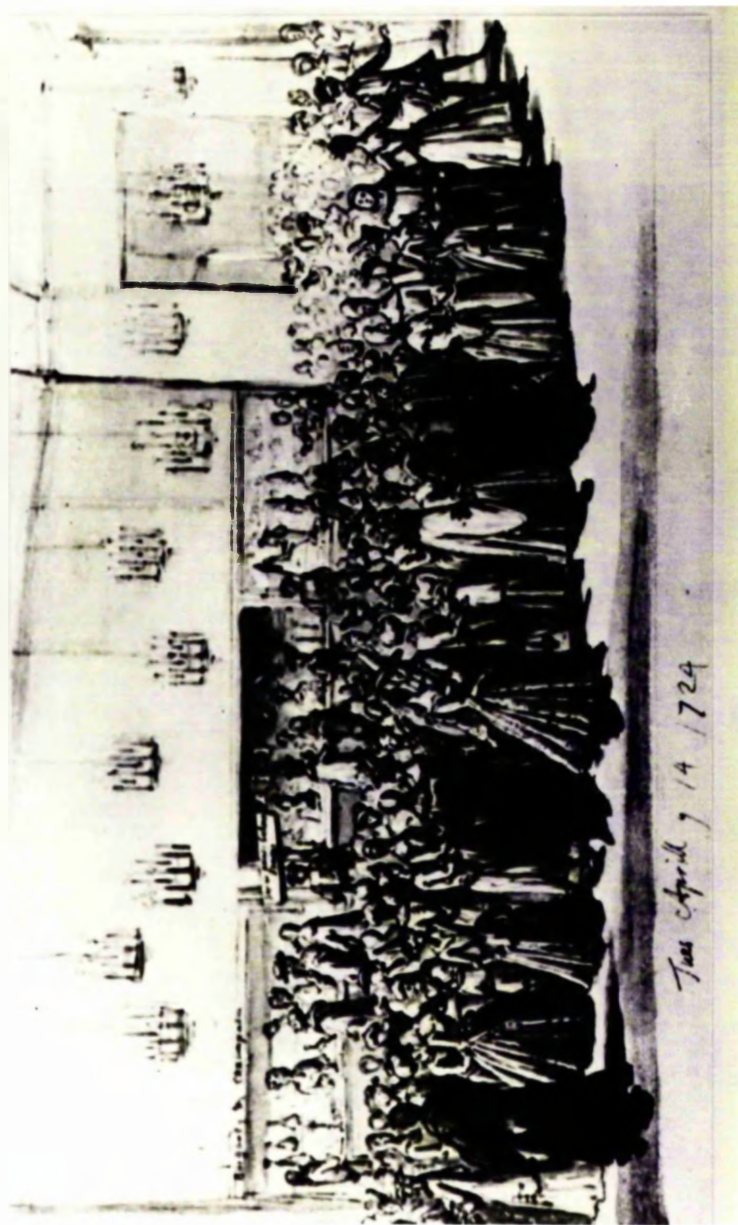
LI.
Haymarket front, W. Caion.
E.M., Grace Coll., Views portfolio XI, sheet 51, No. 112.



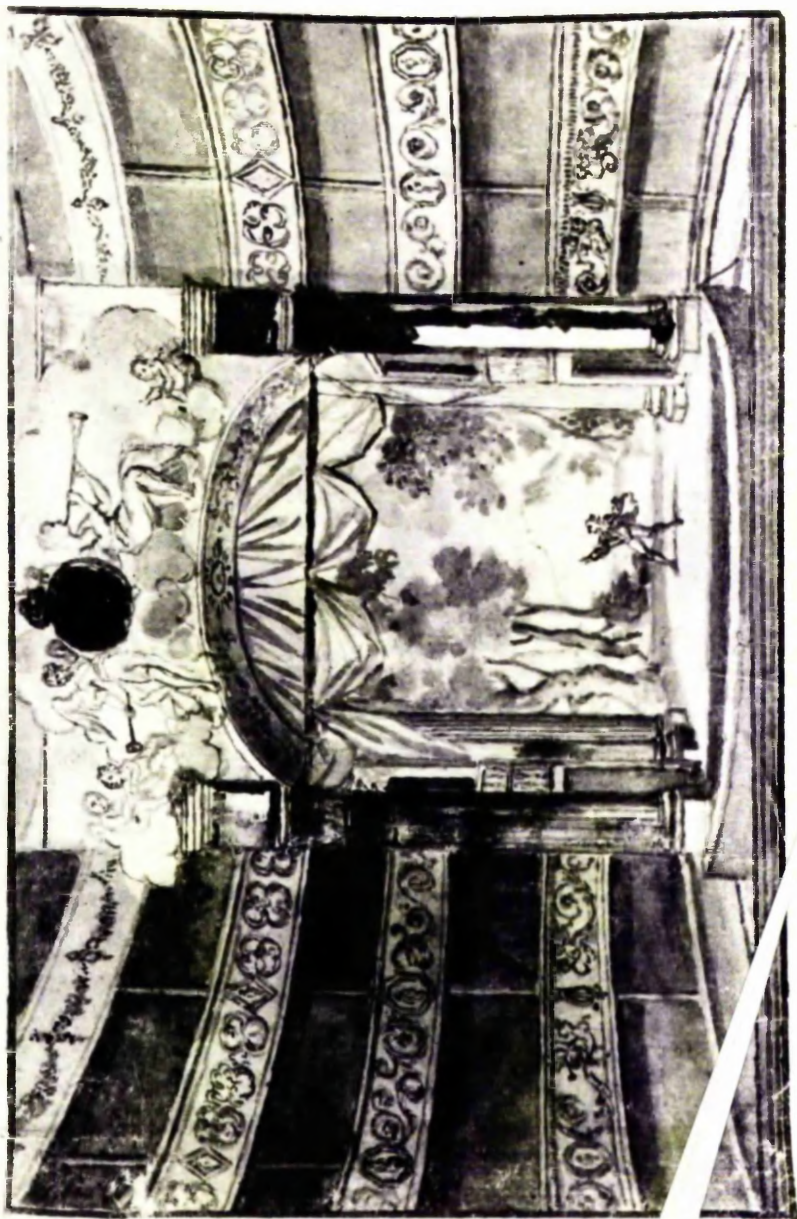
LIIa. G. Grisoni, 'A Masquerade at the King's Theatre', 1723.
Victoria and Albert Museum.



LIIb. G. Grisoni, 'A Masquerade at the King's Theatre', 1723.
Sir Osbert Sitwell Collection.



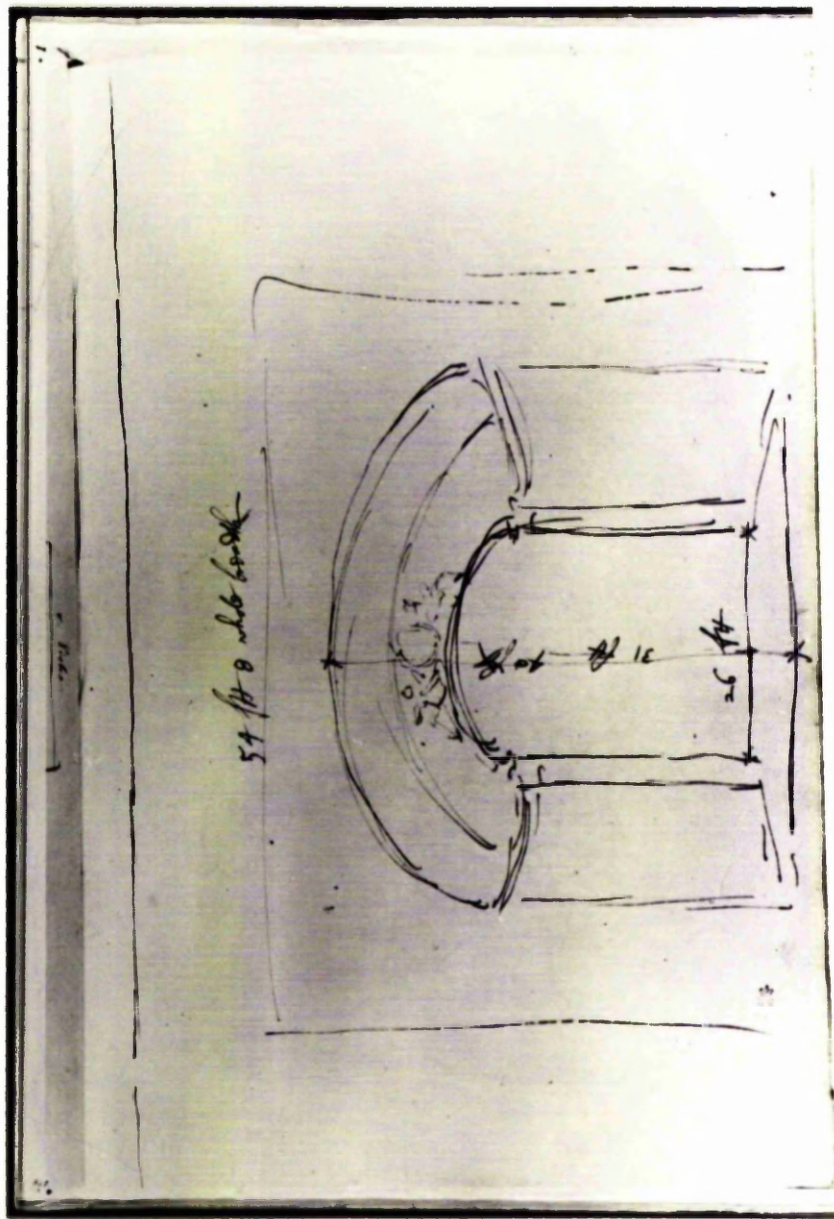
LIII. Egbert van Heemskerck, 'Masquerade', 1724
H.M. the Queen, Windsor Castle.



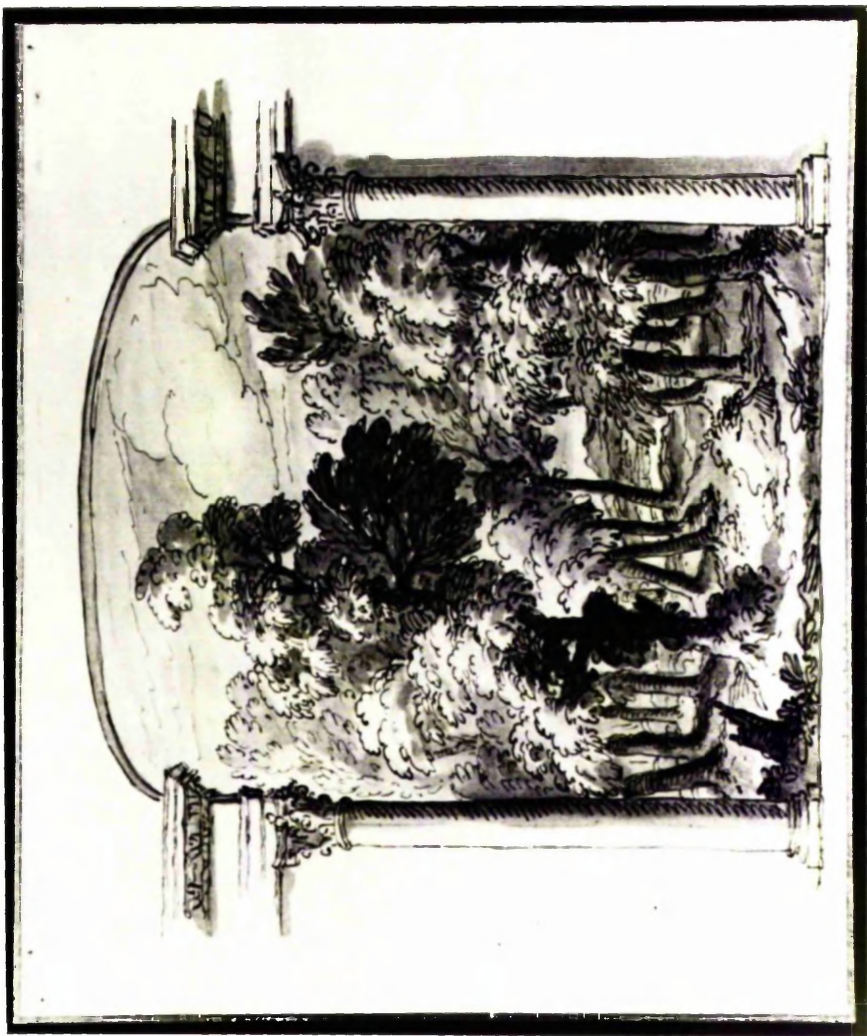
LIVa. Auditorium of the King's Theatre, anon., n.d.,
B.M., Burney IX, p. 50, 79.



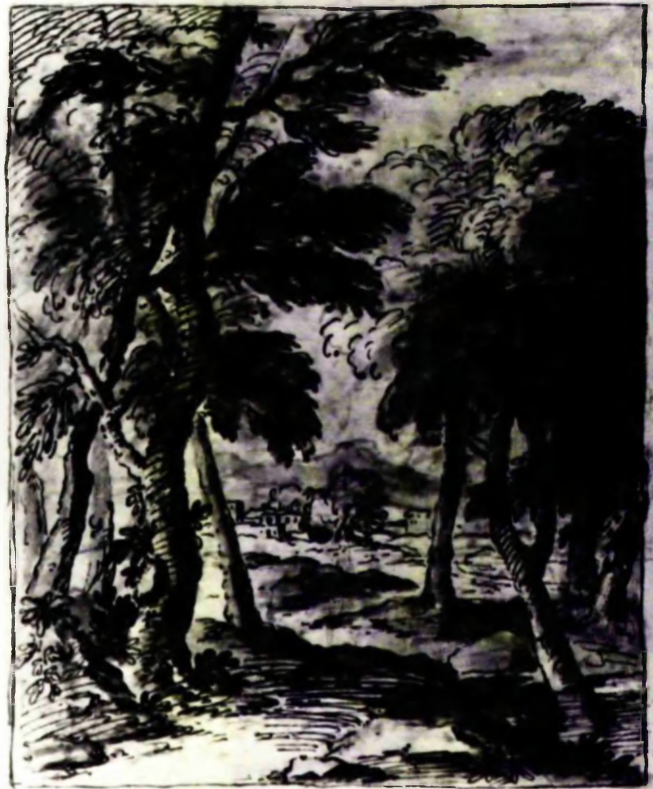
LIVb. Auditorium, the King's Theatre, anon., n.d.,
Harvard Coll., Broadley, 'Annals of the Haymarket', W.P.L.,
p. 155, engraved for The New Lady's Magazine, O. Neale
del., Pretent, Sculp.



LV. Sir James Thornhill, Sketchbook, p. 46.
B.M., 201. b8.



LVia. Sir James Thornhill, 'The Pastoral Scene',
Collection, Maurice Ingram.



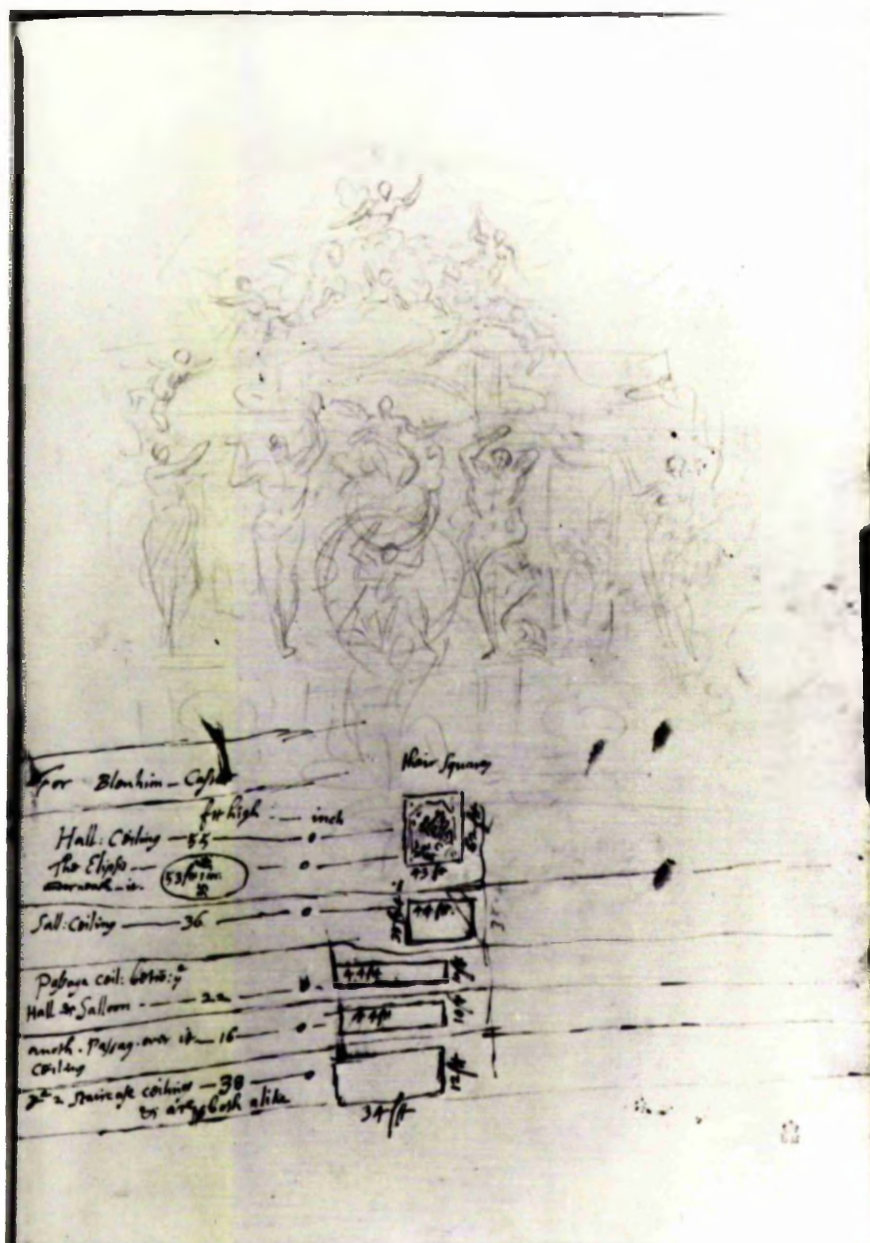
LVib. Sir James Thornhill, 'Pastoral Scene' Sketchbook, p. 4 v.
Oct. 31 1700.



LVII. Sir James Thornhill, 'The 1st Great flat Scene',
The Art Institute of Chicago, U.S.A..



LVIII. Sir James Thornhill, verso sketch, 'The 1st Great flat Scene'.



LIX. Sir James Thornhill, Sketchbook, f. 50 recto.



LX. Sir James Thornhill, 'Queen Anne's Patronage of the Arts',
Huntington Art Collection., 63. 52. 256.



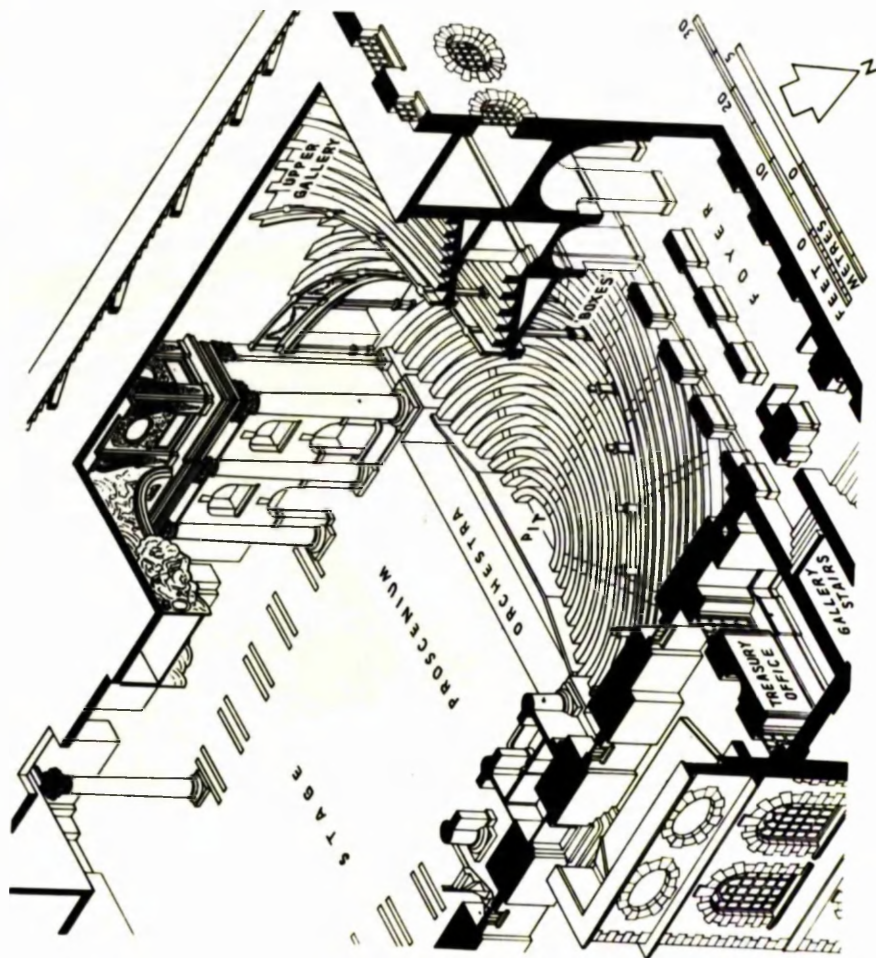
LXI. Sir James Thornhill,
verso sketch.



'Queen Anne's Patronage of the Arts',



LXIII. Possible Proscenium Arch of the Queen's Theatre in the Haymarket. B.M., Burney Collection of Theatrical Portraits, vol. IX, No. 101, p. 65. Foreign Artists in Britain.



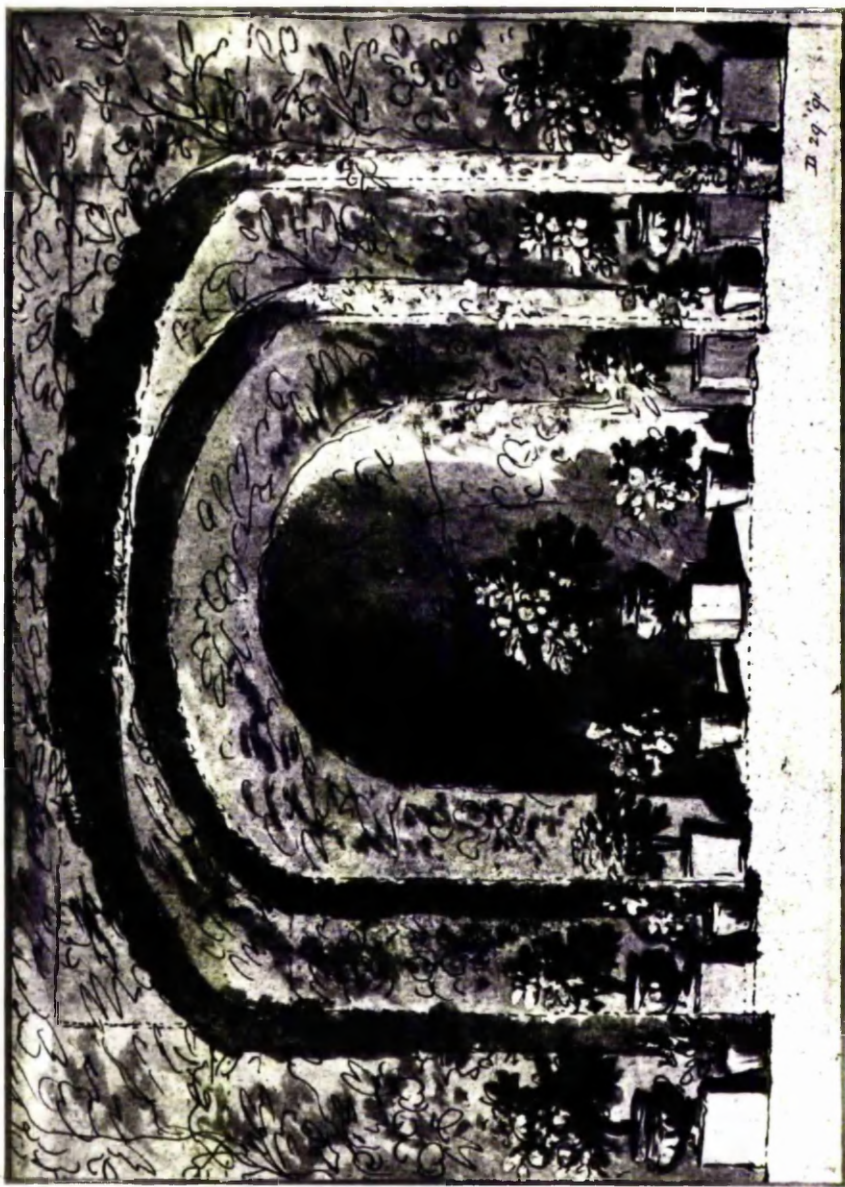
LXIV. E. Loder, Reconstruction of the Queen's Theatre,
The Development of the English Playhouse, 1973, p.100.



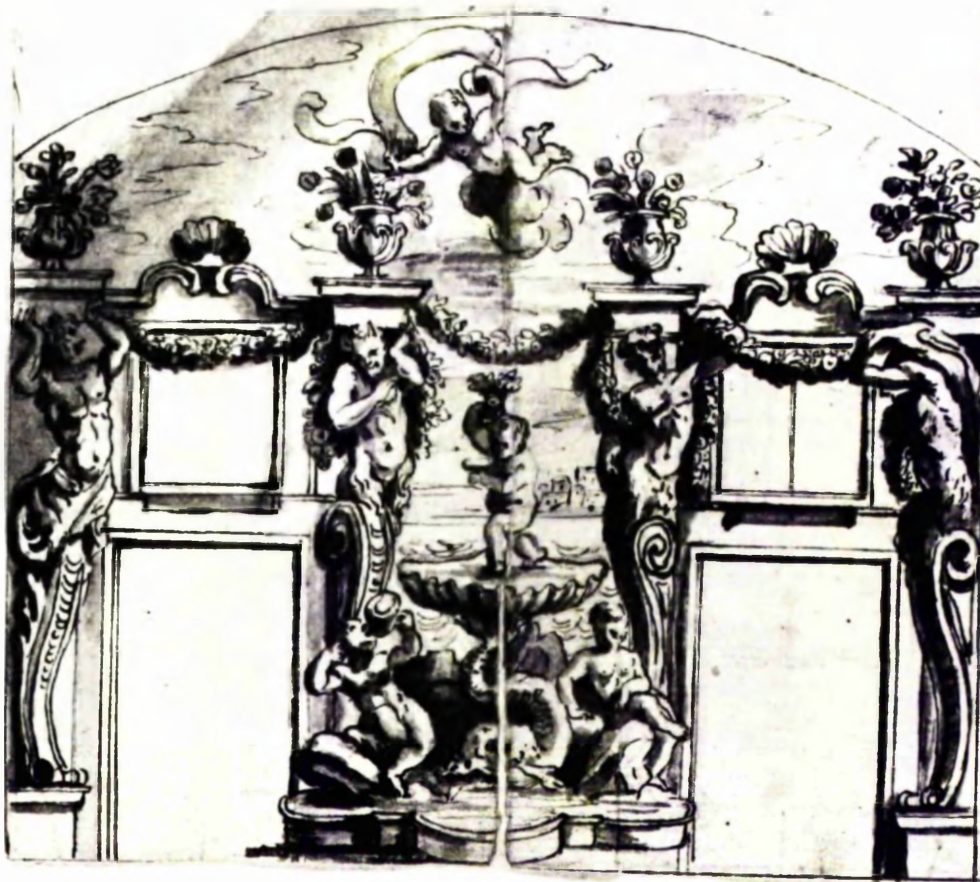
LXV. Dolle, Settle's, The Empress of Morocco, 1673, at the Dorset Garden Theatre.



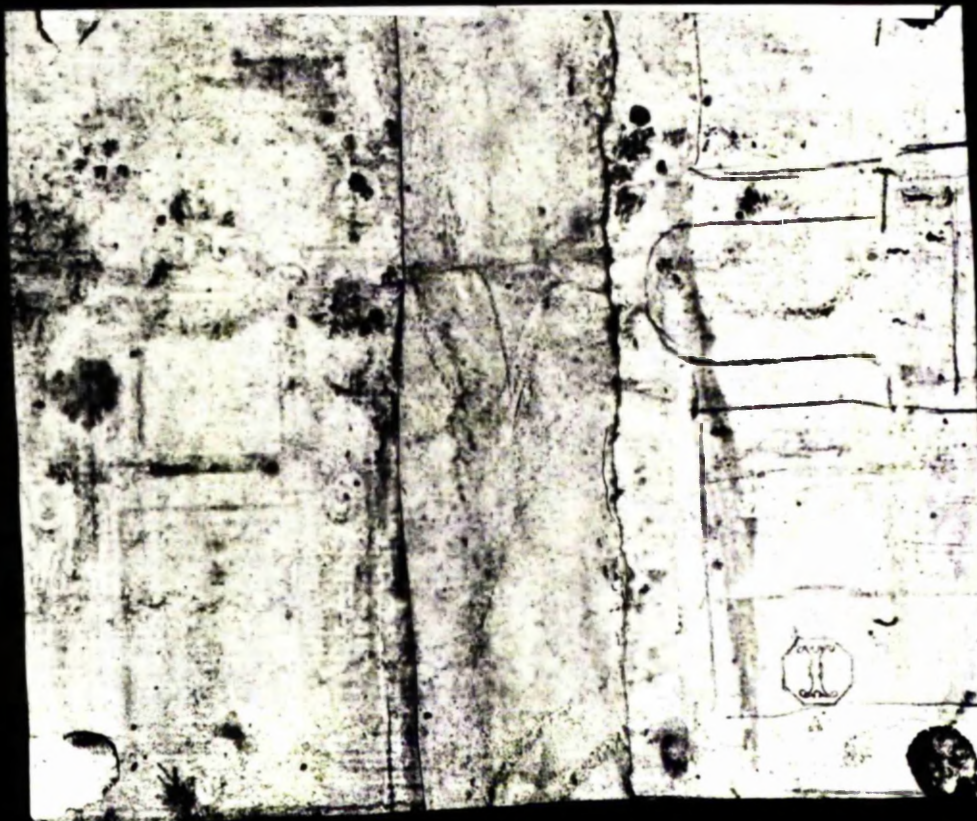
LXVI. Sir James Thornhill, 'The State Bedroom Scene',
Victoria and Albert Museum, Dept. of Prints and Drawings,
D28A - 1891.



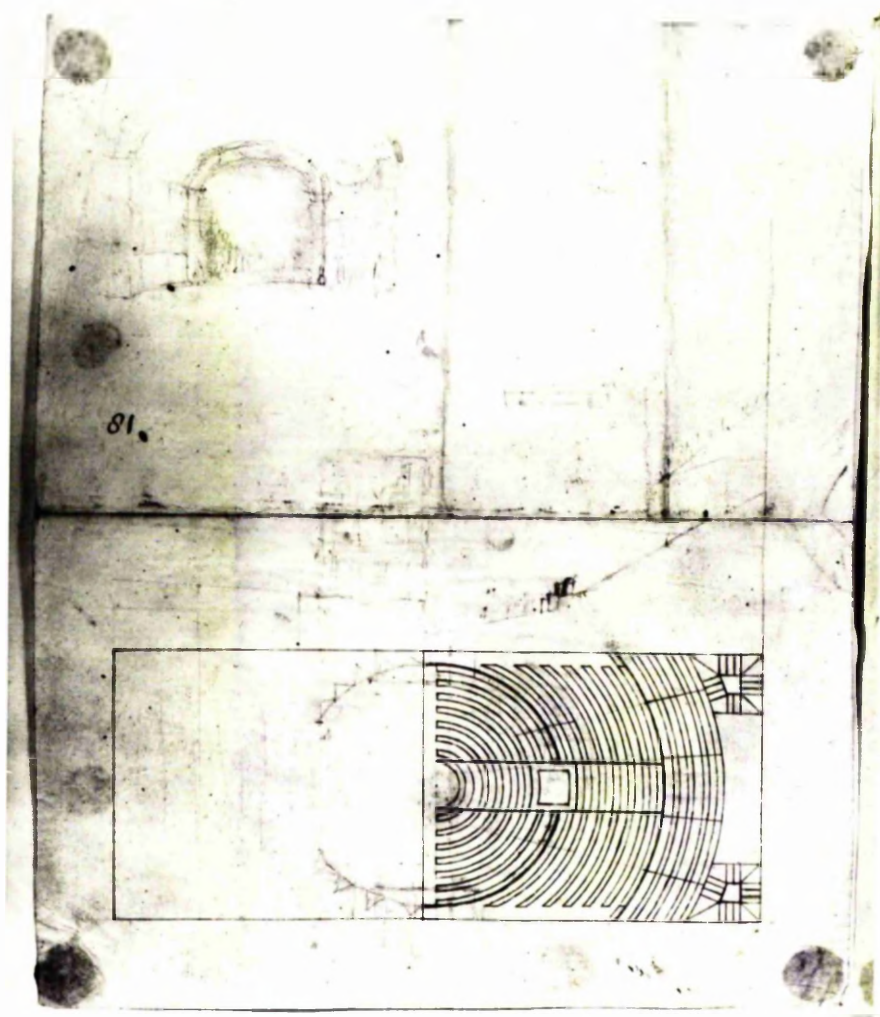
LXVII. Sir James Thornhill, 'An Arbour Scene',
V & A., Dept. of Prints and Drawings, D29 - 1891.



LXVIIIa. Sir James Thornhill, 'A Shutter Scene',
Huntington Art Collection, 63.52.298A.



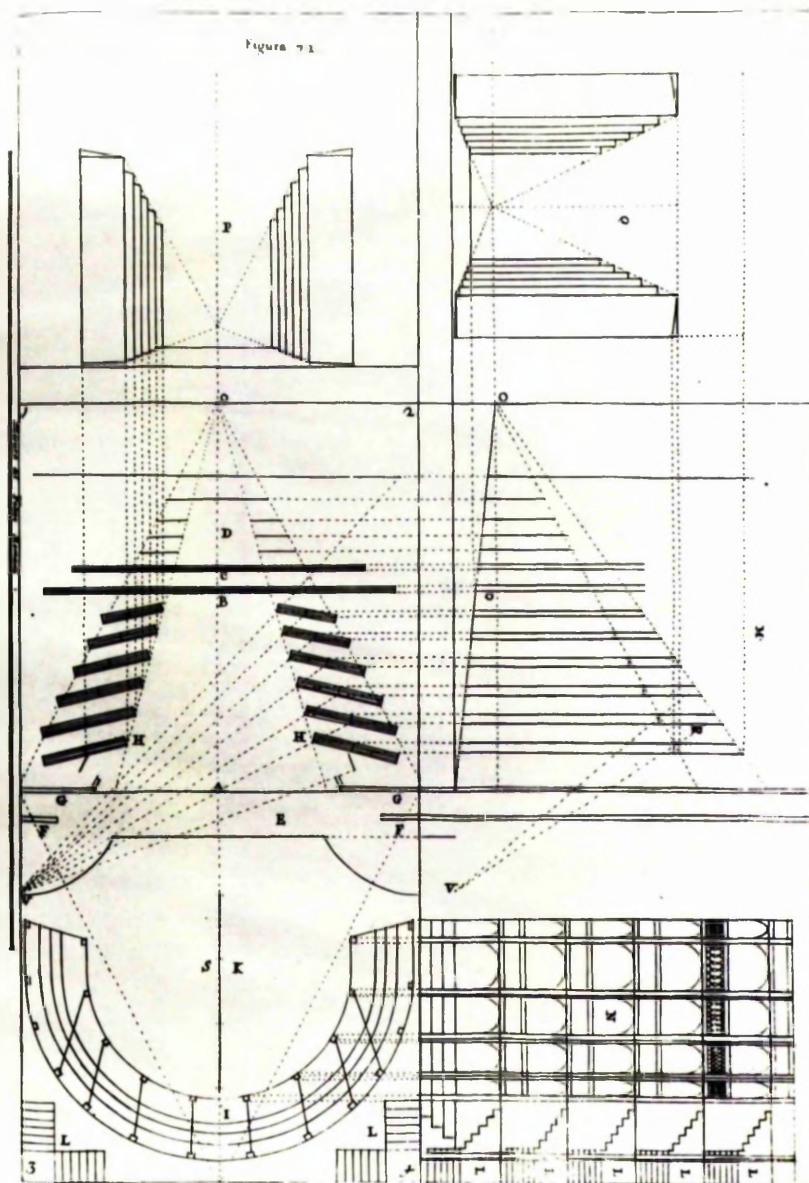
LXVIIIb. Sir James Thornhill, verso of sketch, pl. LXVIIIa.



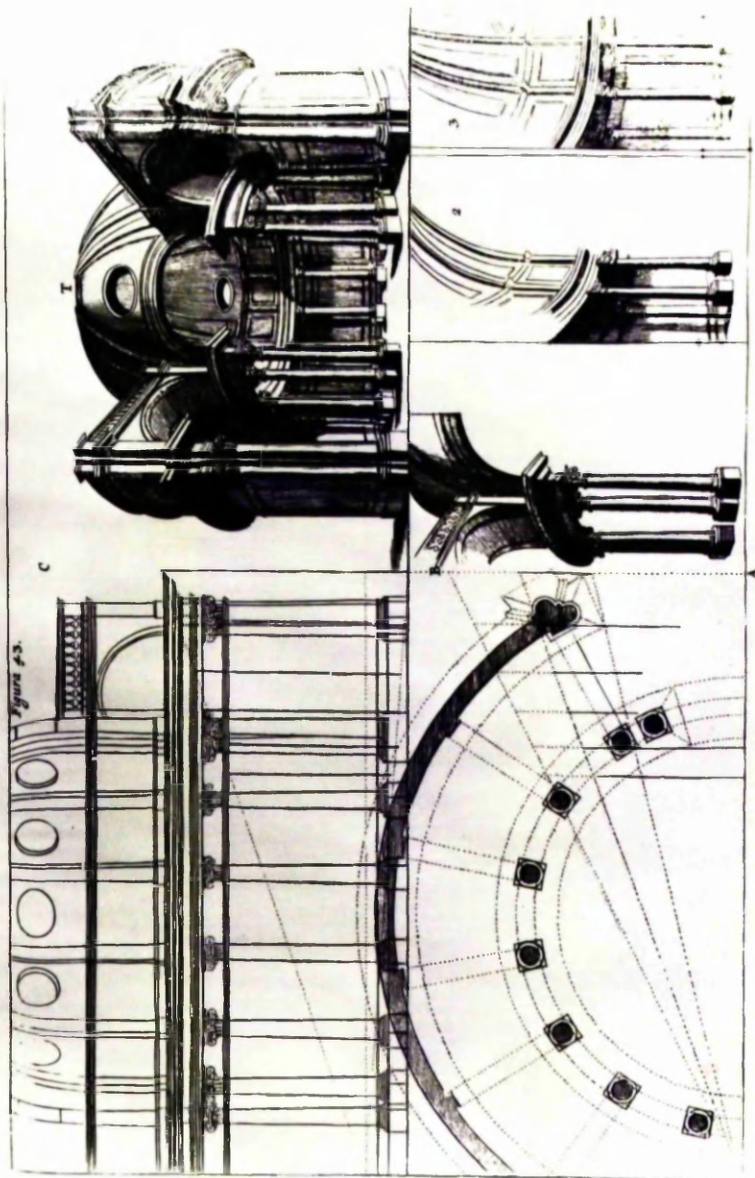
LXIX. Sir ^hCristopher Wren, Design for a theatre,
All Souls College, Oxford, Wren Drawings, vol. iv, No.81.



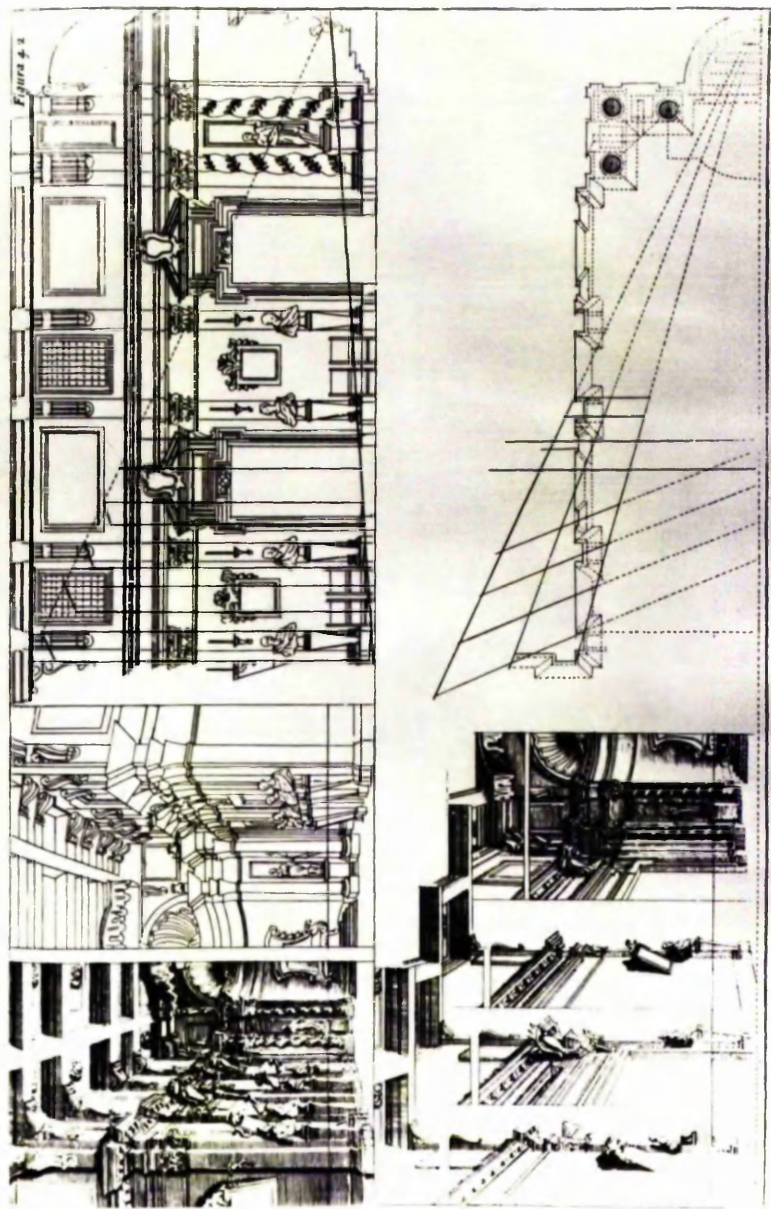
LXX. Sir James Thornhill, Sketchbook, p.49.



LXXI. A. Pozzo, Plan and Longitudinal Section for a Theatre, fig.72, Prospettiva de 'pittori e architetti, 1693 -1700, vol. I.



LXXII. A. Pozzo, A Temple, fig. 43, Prospettiva, vol. II.



LXXIIIa. A. Pozzo, An Antechamber, fig. 42, Prospettiva, vol. II.

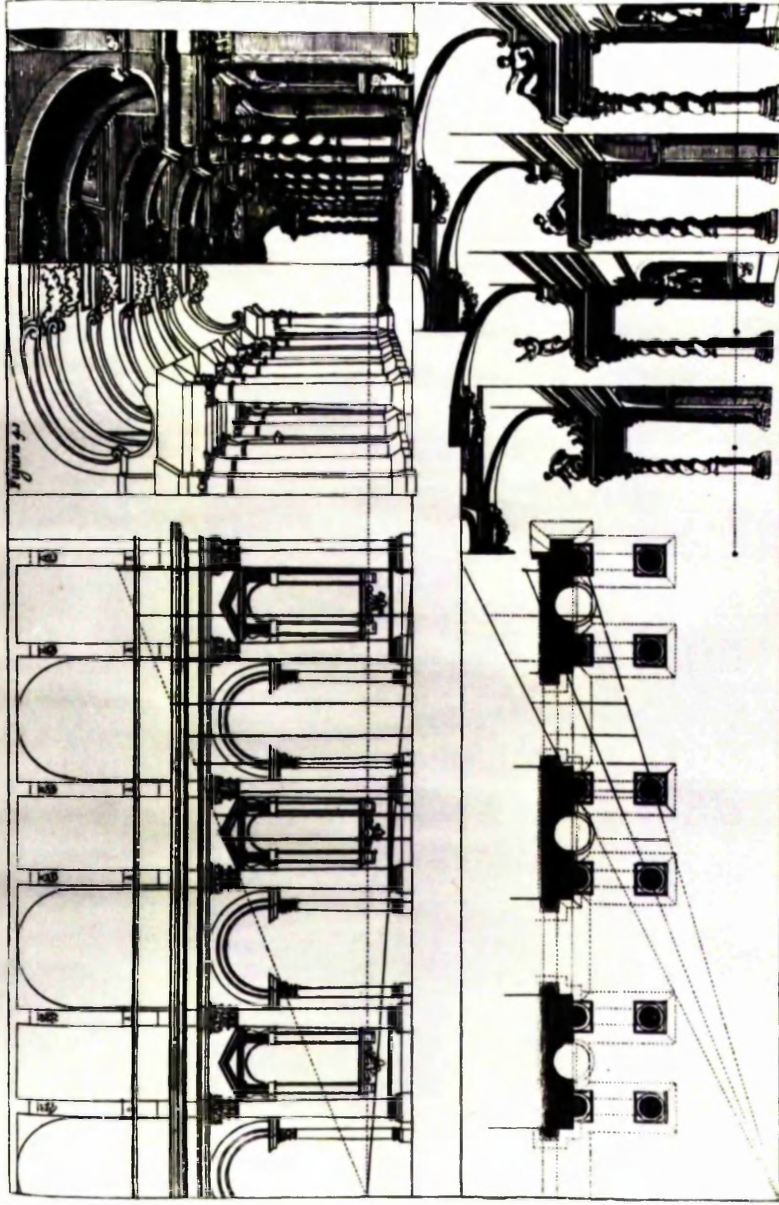


Altar on a Church

Apr 14 L. 3

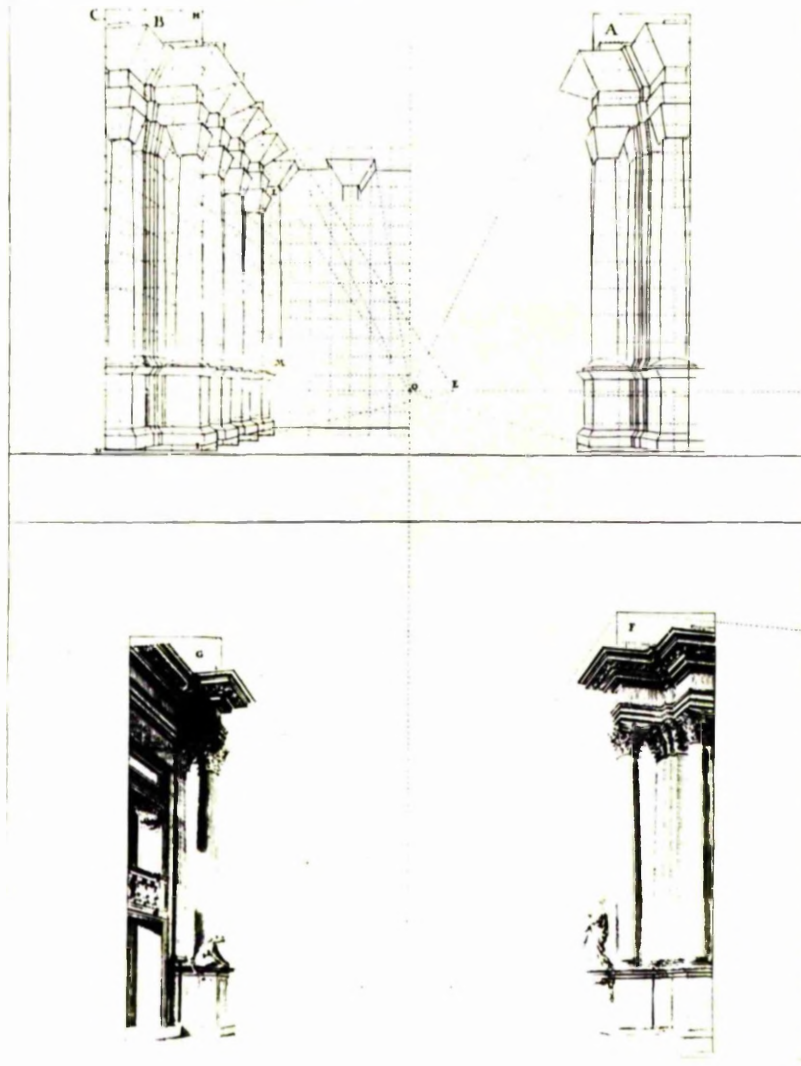
A Room of State, in a Palace or Refectory

LXXIIIb. Sir James Thornhill, Arsinoe, Act I, sc. 3,
V & A, D28 '91.

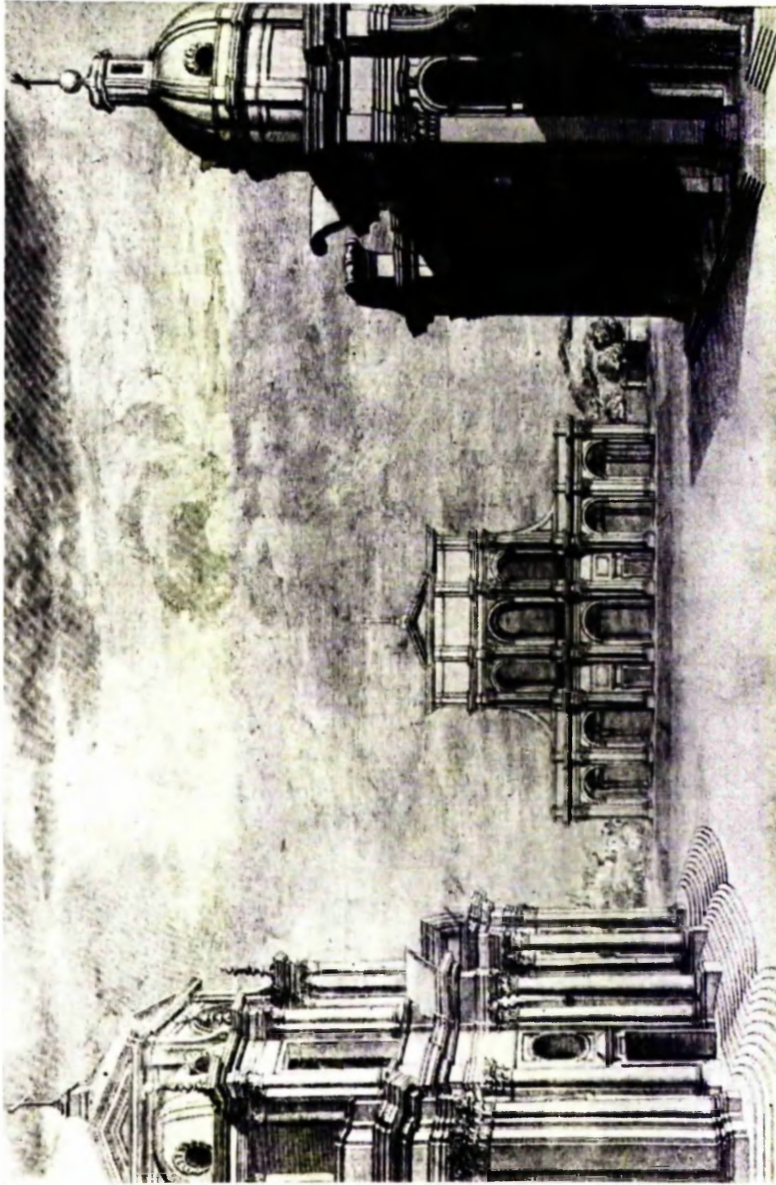


LXXIV. A. Pozzo, A Gallery, fig. 41, Prospettiva, vol. II.

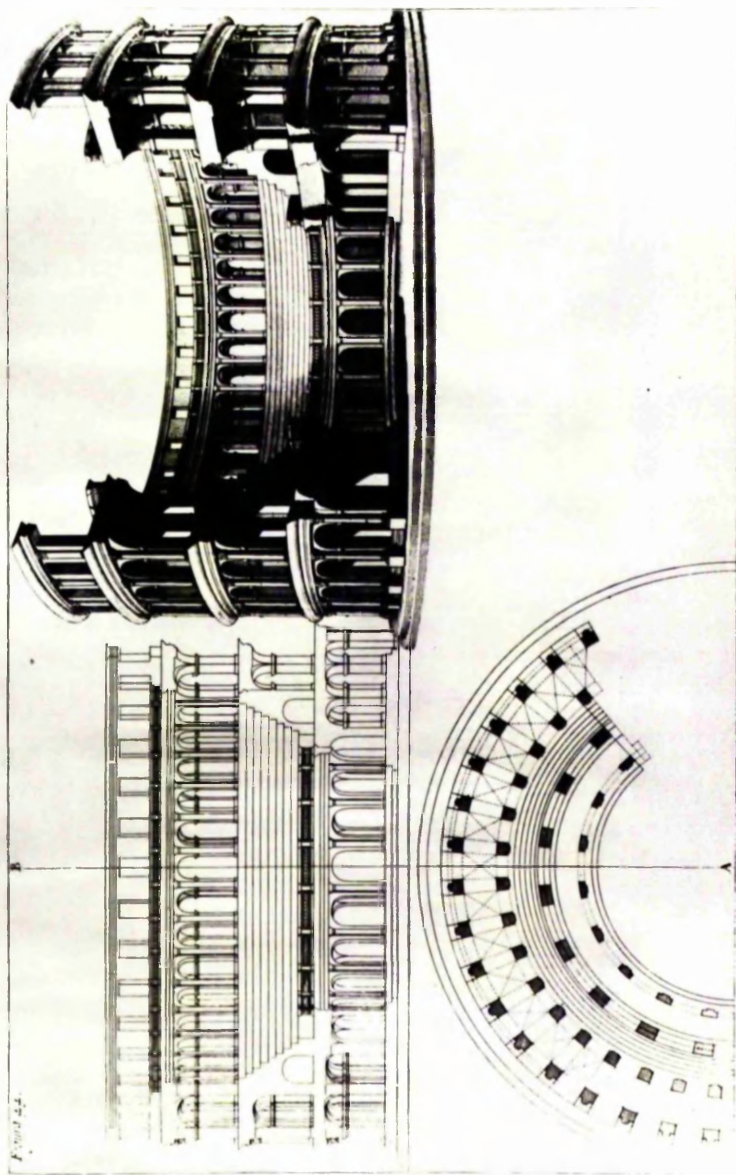
Figura 77



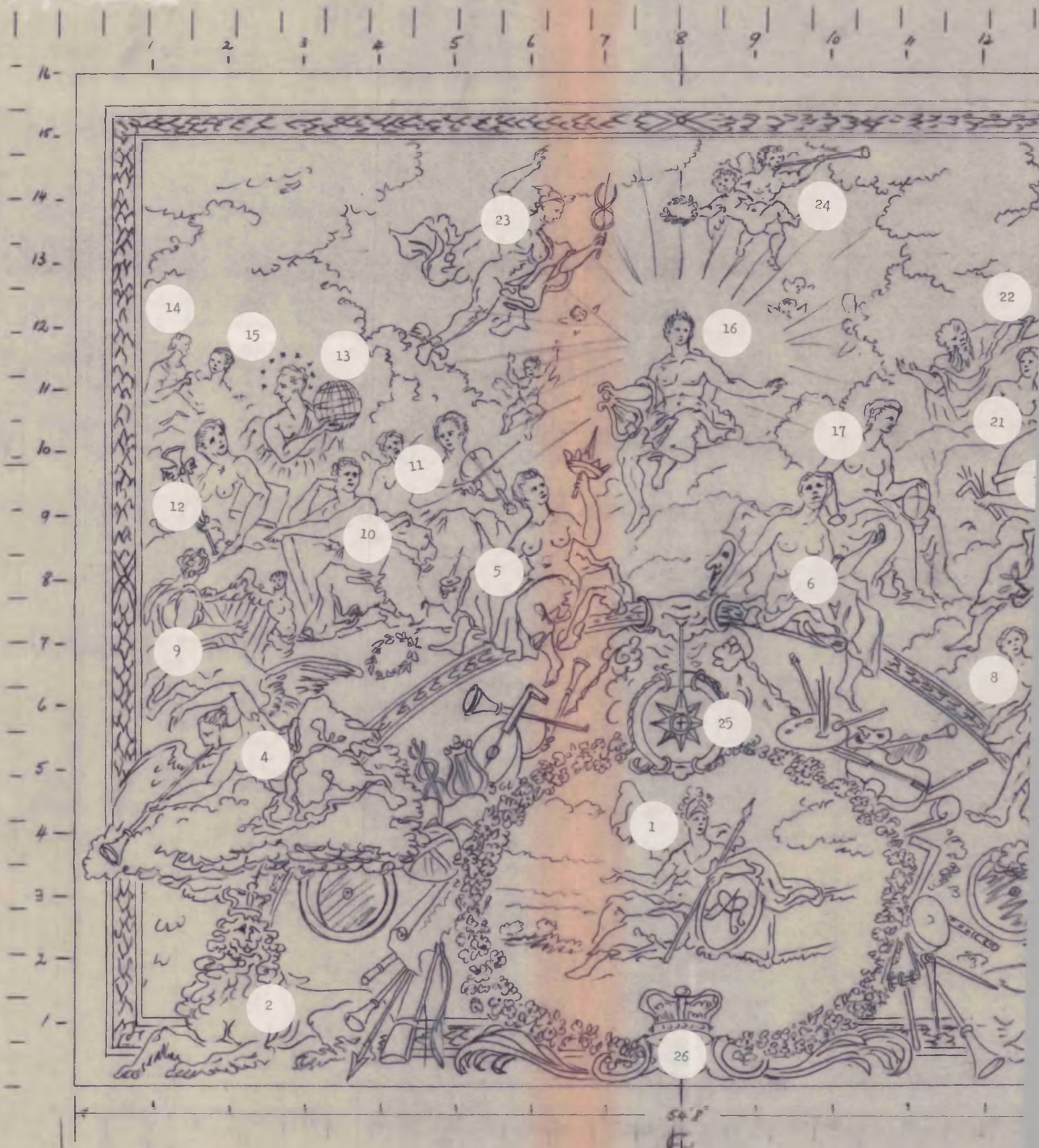
LXXV. A. Pozzo, Wing Flats, fig. 77, Prospettiva. vol. I.



LXXVI. A. Pozzo, The facade of San Giovanni in Laterano,
third project, Trattato, II, 87.



LXXVII. A. Fozzo, A Coliseum, fig. 44, Prospettiva, vol. II.



QUEEN'S THEATRE IN THE HAYMARKET, 1705-1709

THORNHILL — 'QUEEN ANNE'S PATRONAGE OF THE ARTS'

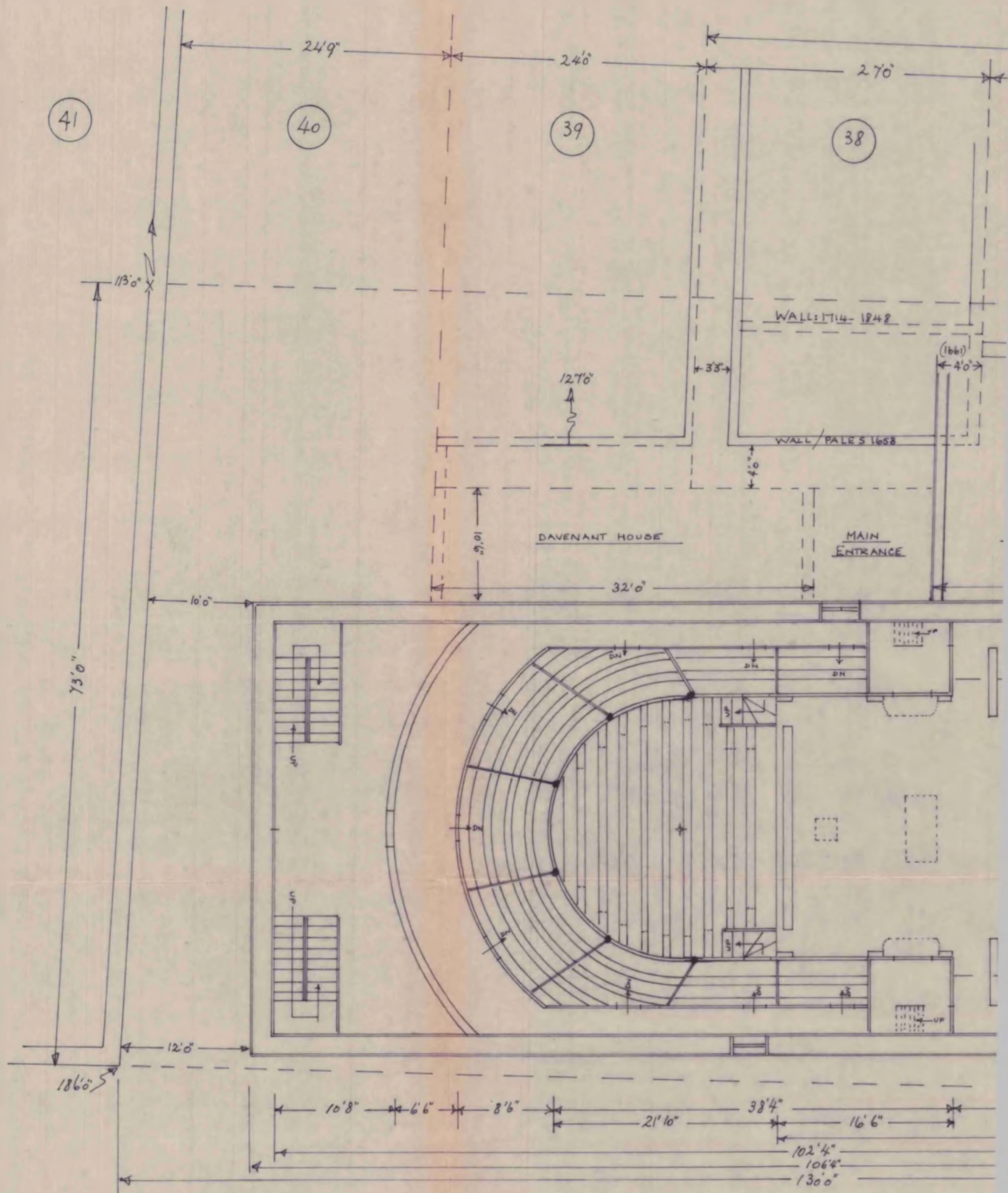
54'3" x 45'3"

RECONSTRUCTION OF PROJECTED CEILING, Scale 1/4" = 1'0"

GFB

Fig. 43.

1. Britannia
2. Lion
3. Unicorn
4. Fame
5. Melpomene
6. Thalia
7. Time & Putti
8. Envy
9. Terpsicore
10. Calliope
11. Erato
12. Clio
13. Urania
14. Polyhymnia
15. Euterpe
16. Apollo
17. Sculpture
18. Architecture
19. Painting
20. Support 17, 18 & 19
21. " "
22. Mathematics
23. Mercury
24. Putti
25. Garter Star
26. Crown



LINCOLN'S INN FIELDS I

PLAN: STAGE, PIT, BOXES & ADJOINING BUILDINGS

Scale — 8 feet to 1 inch

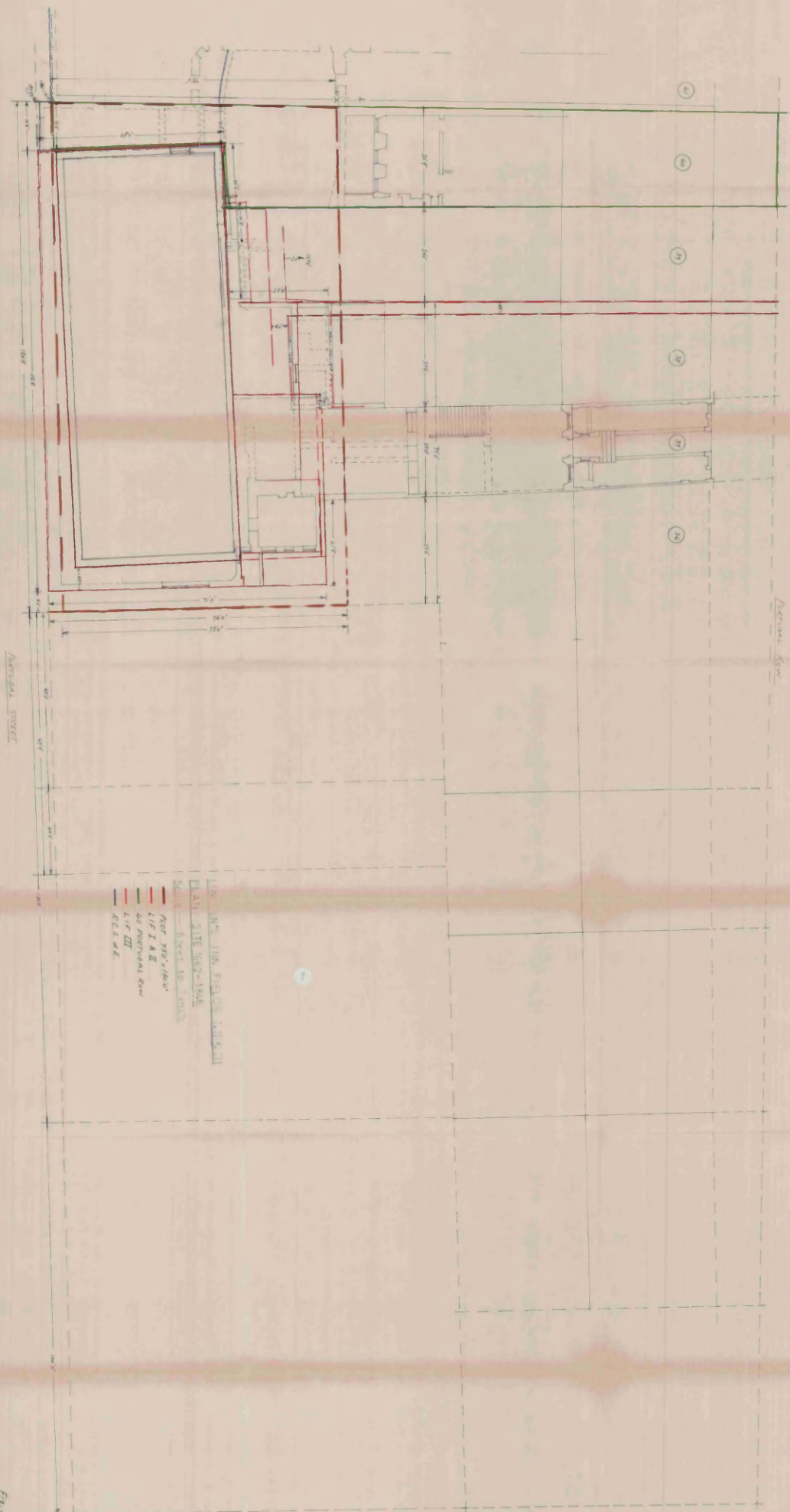
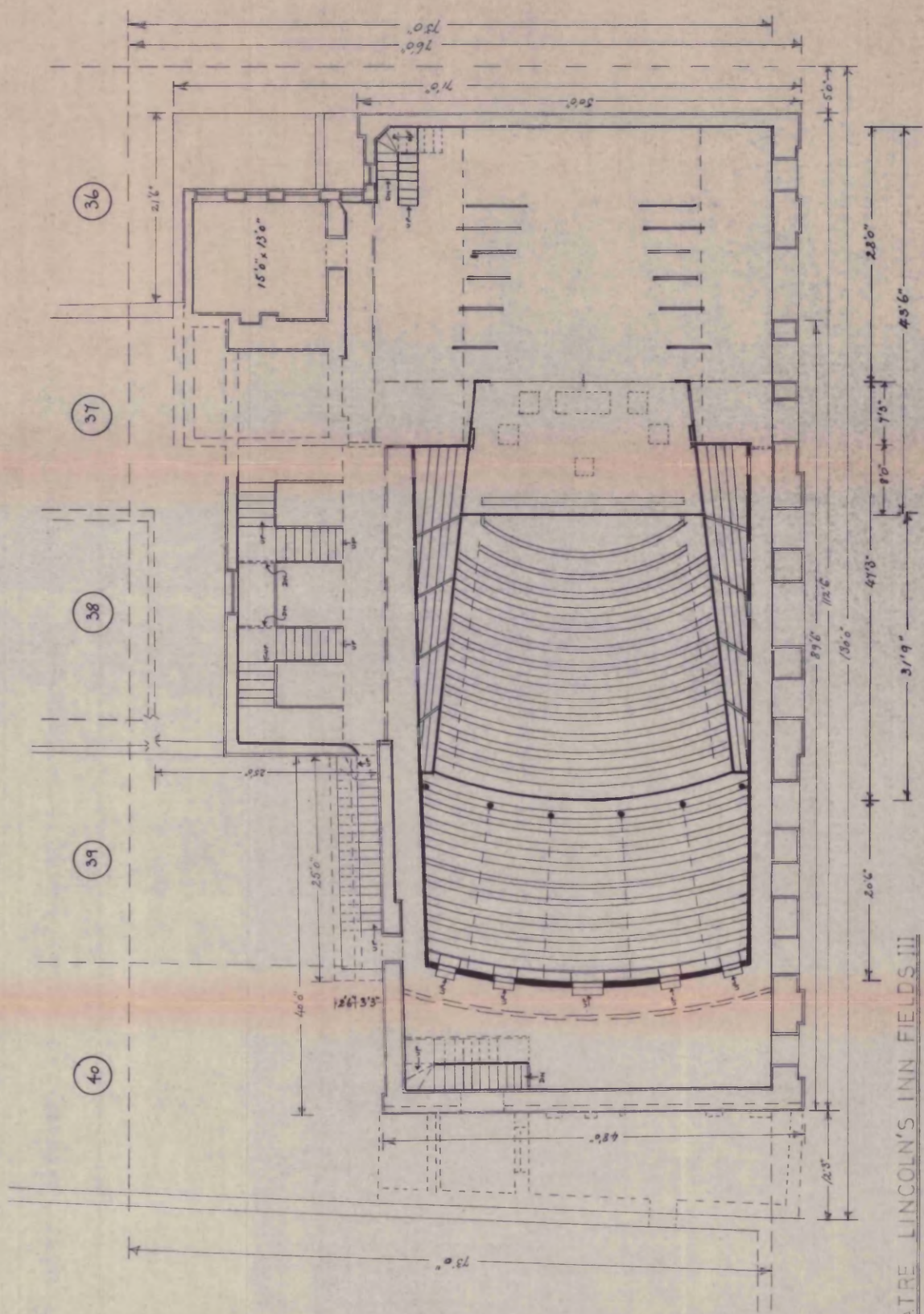


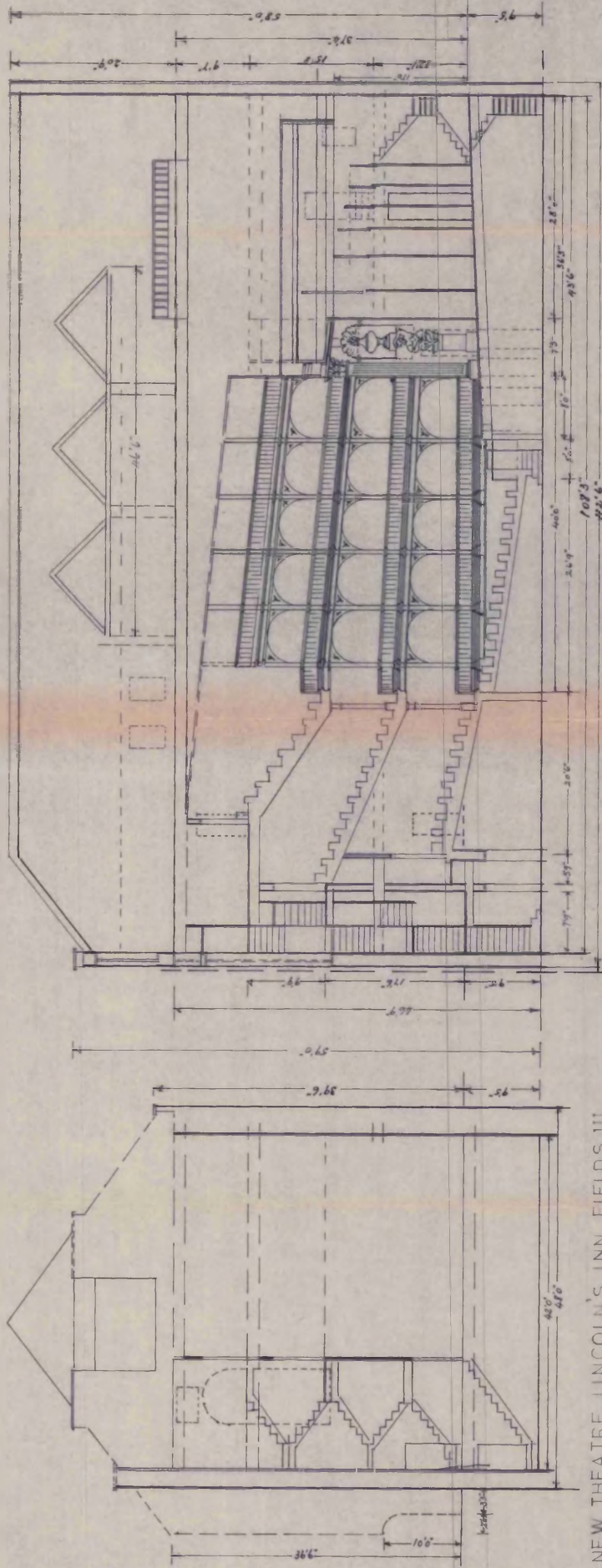
Fig. 25



NEW THEATRE LINCOLN'S INN FIELDS III
PLAN: STAGE, PIT & BOXES. Scale - 8 feet to 1 inch Reconstruction I

29.

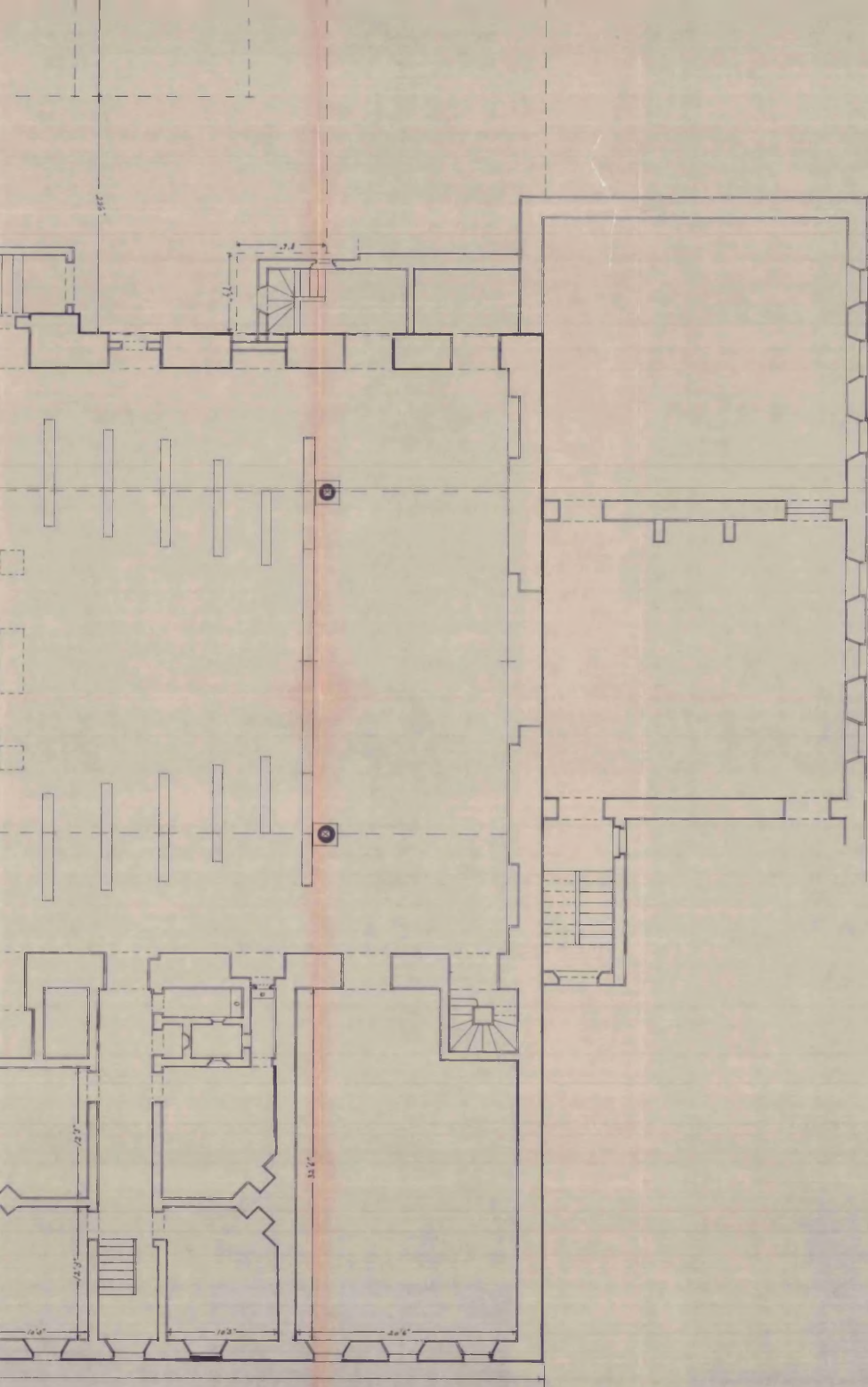
UNIVERSITY
OF CALIFORNIA

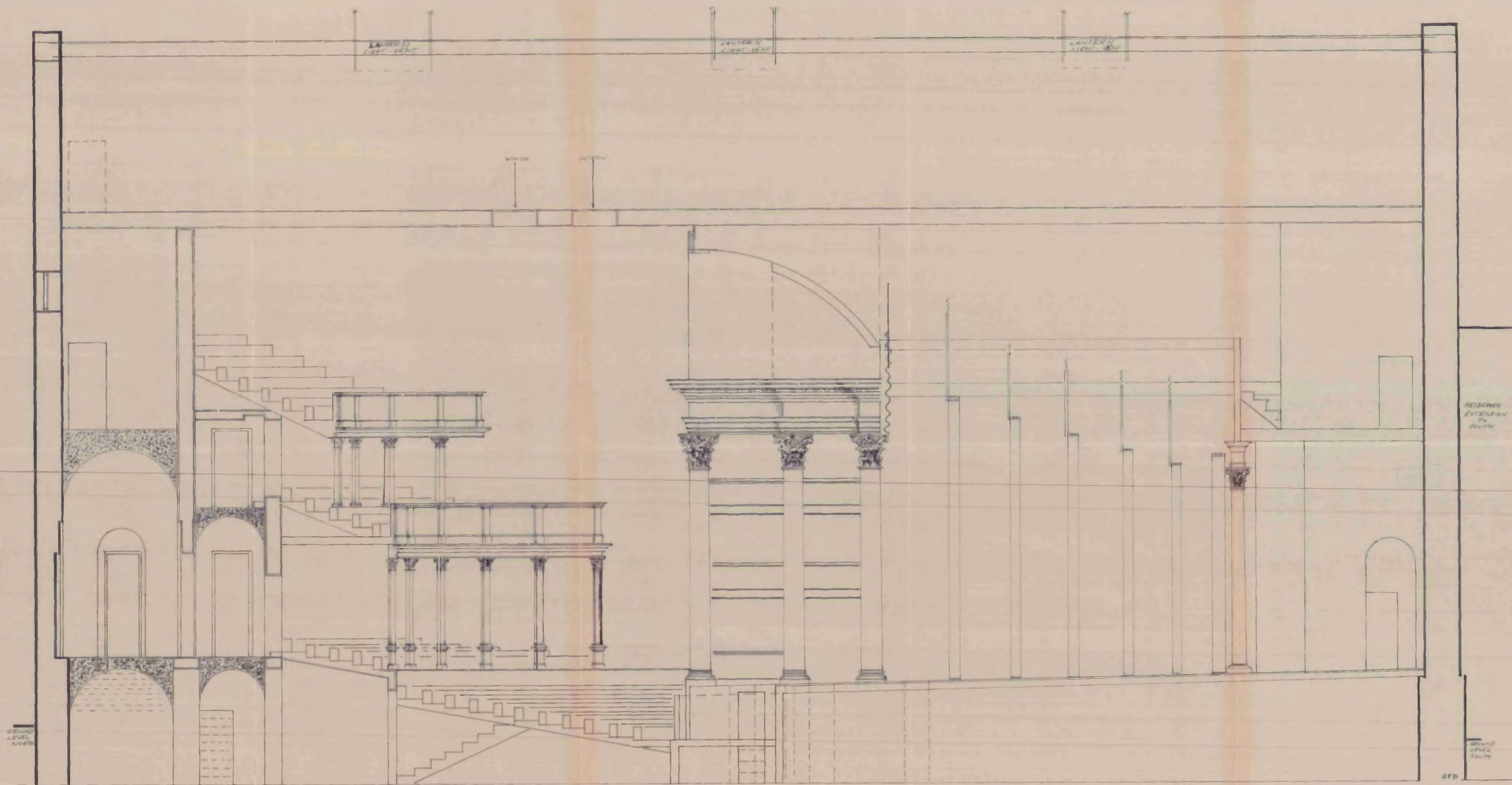


NEW THEATRE LINCOLN'S INN FIELDS III

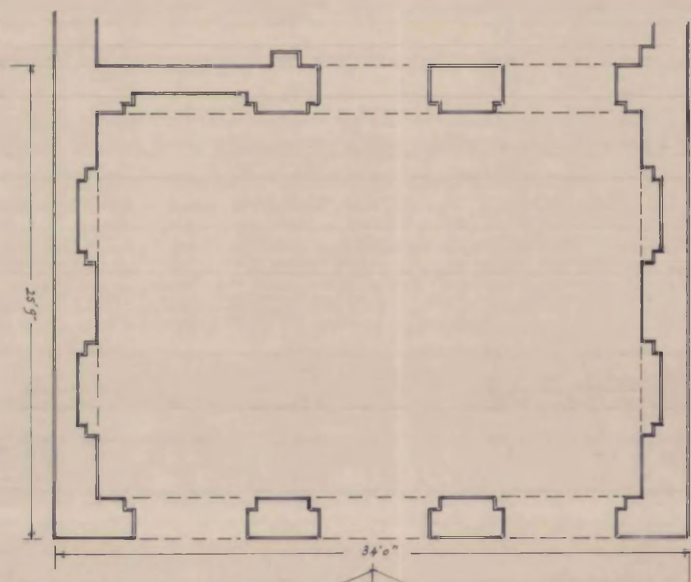
SECTIONS - WEST END & LONGITUDINAL

Scale - 8 feet to 1 inch Reconstruction

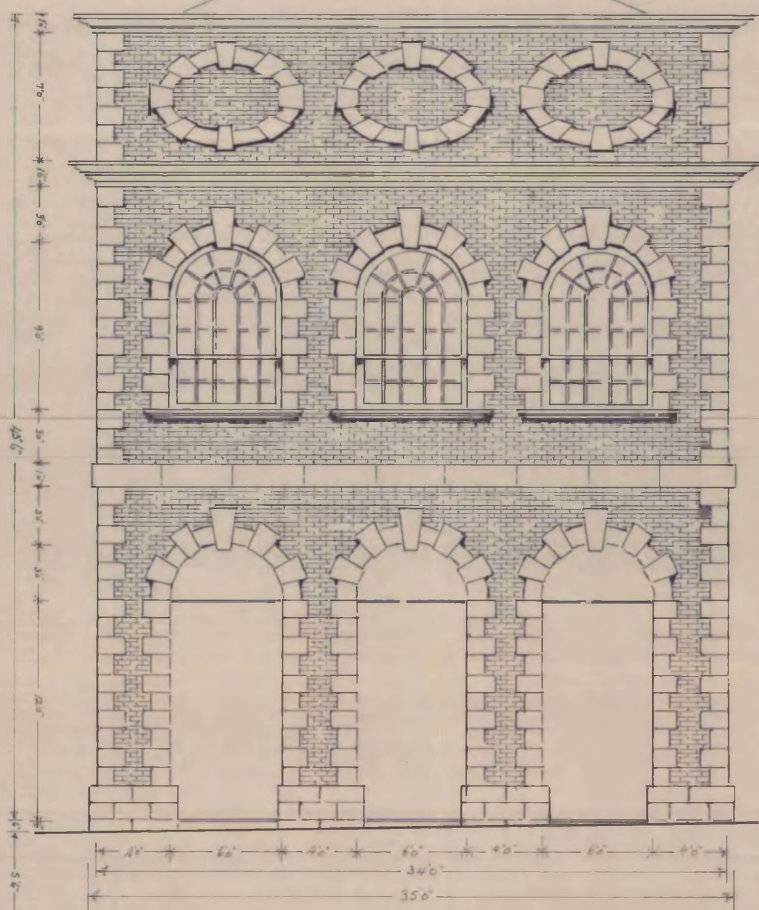


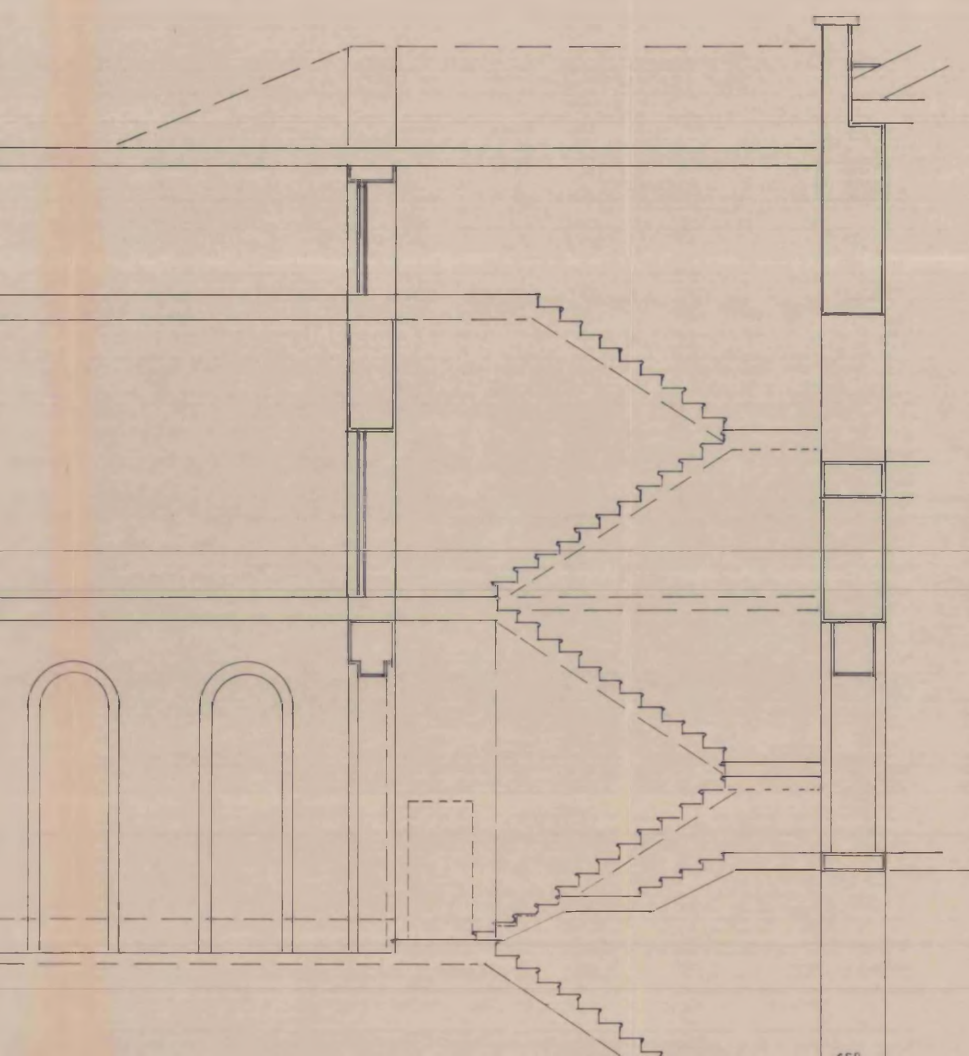


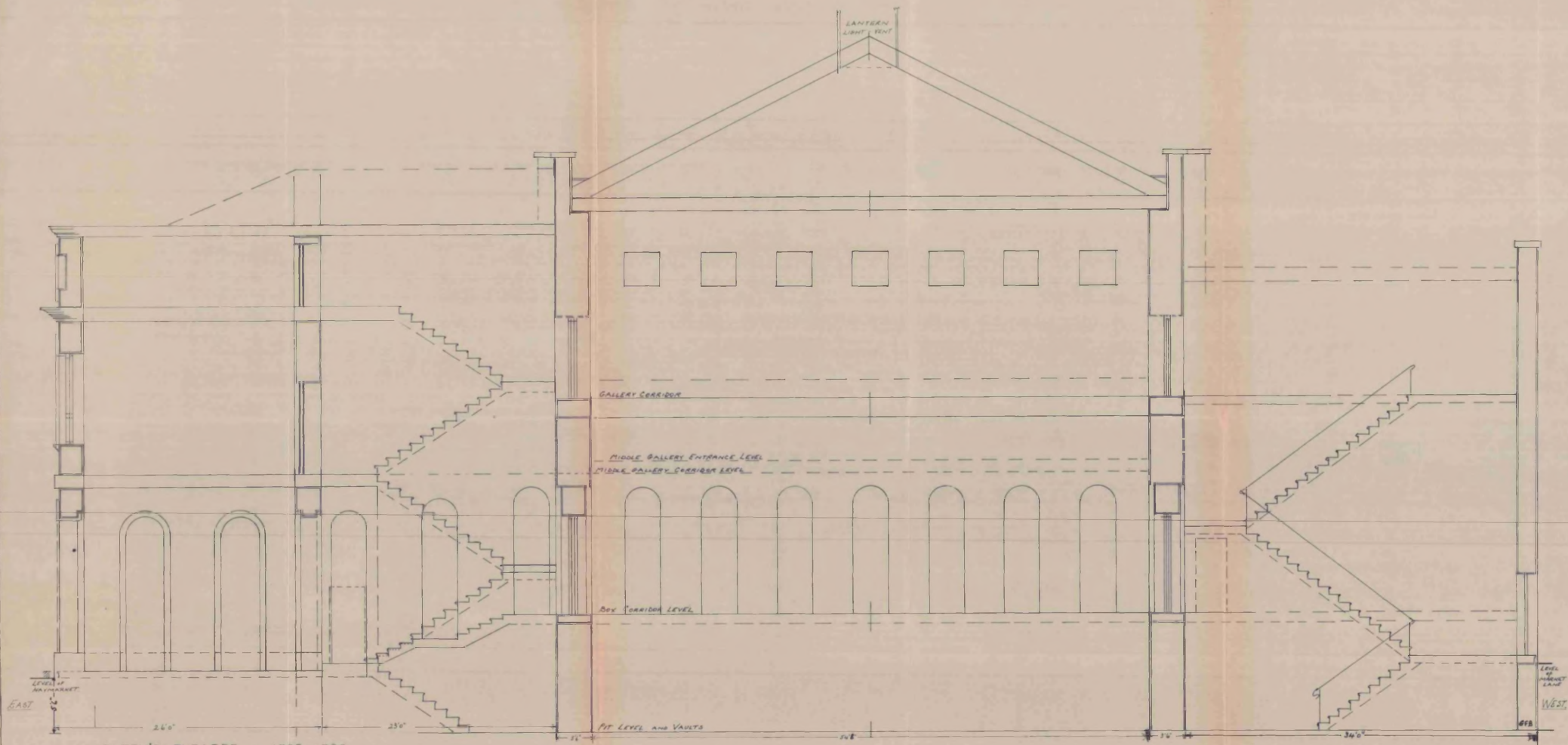
QUEEN'S THEATRE : 1705 - 1709. LONGITUDINAL SECTION : Scale - $\frac{1}{4}$ " = 1'0"



TREASURY
CHAMBER







QUEEN'S THEATRE : 1705-1709

SECTION: NORTH END

Scale — 1/4" = 1'0"

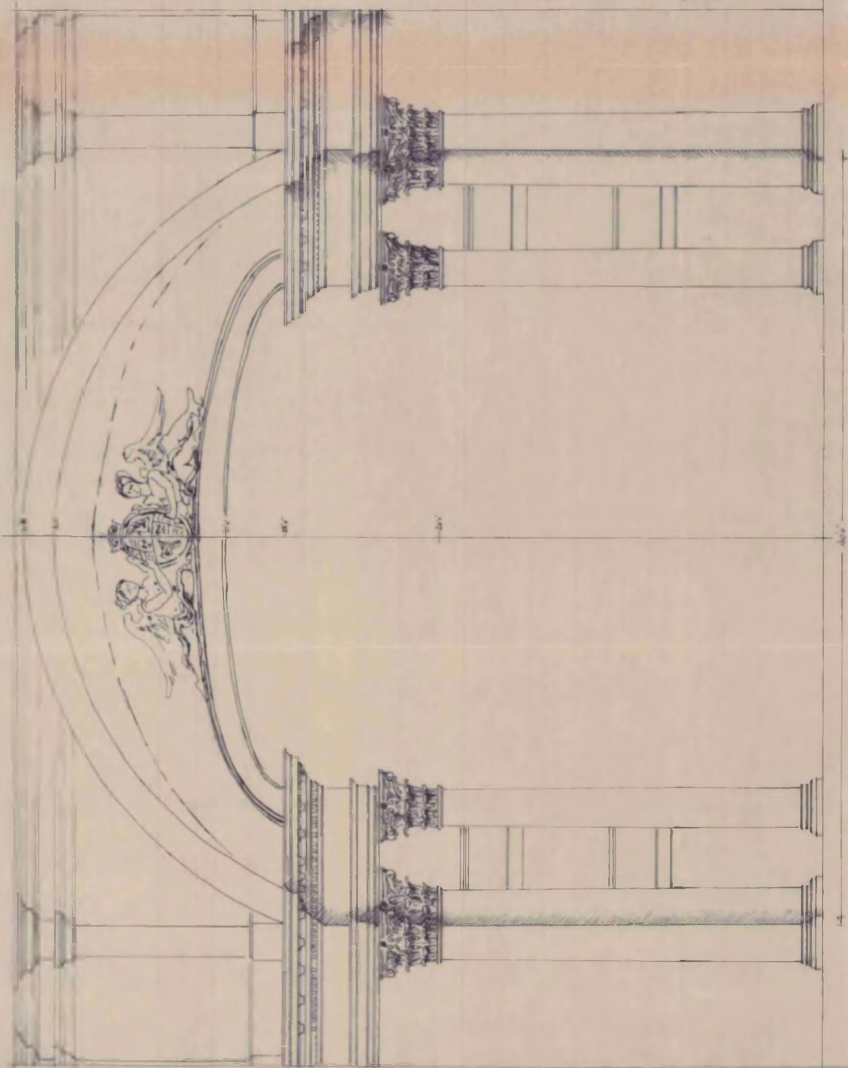
31.

Fig. 2.

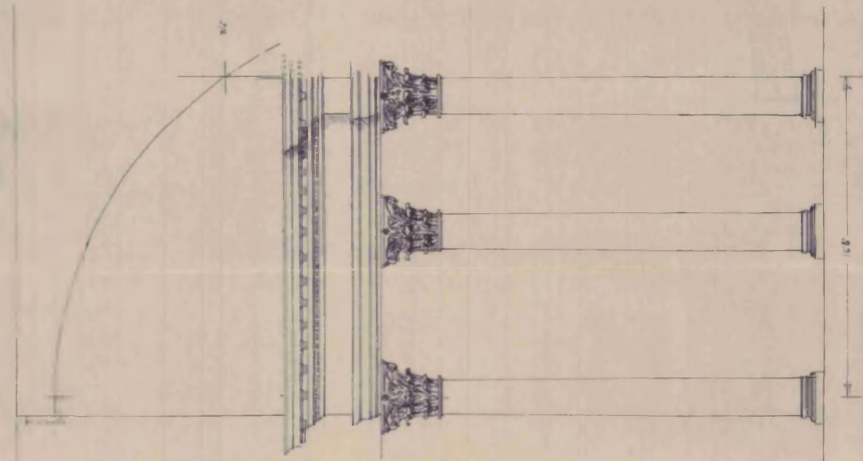
Fig. 2

26

Reconstruction of the Franchise of
The Grand Estate in the City market
from 'Sketch 46', Rendell Sketchbooks
(Jan. 20.1.87) 76.186
Scale 1/4" = 10'



a



c



b

The Ruins Made in the Haymarket: 1765-1769
 Reconstruction of the Portico: Arch. after
 Thornhill 'Sketch 46' in 'The W. and A. Col. Socy.'
 Scale: 1/4" = 1' 0" 878



QUEEN'S THEATRE IN THE HAYMARKET, 1705-1709

THORNHILL — QUEEN ANNE'S PATRONAGE OF THE ARTS

RECONSTRUCTION OF PROJECTED CEILING, Scale 1/4" = 1'0"

GFB

Fig. 43

Ground Plan of the Hypocaust
 Second-century AD
 Roman Bath at Bath, Somerset
 (See also p. 105)

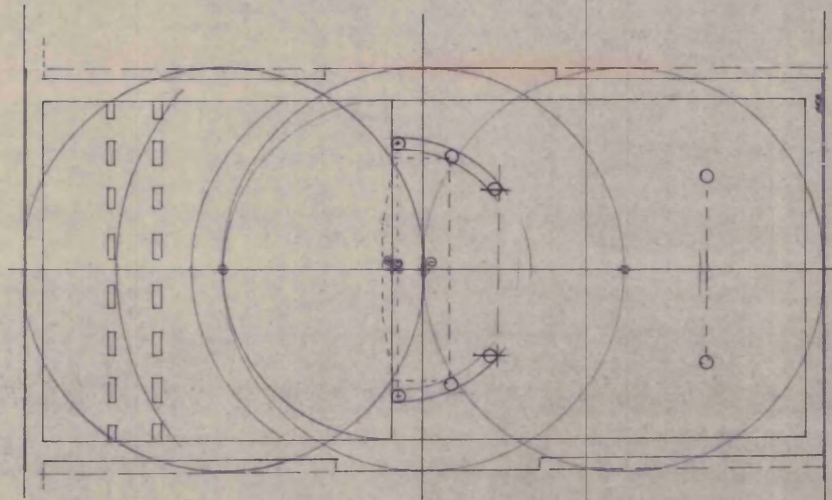
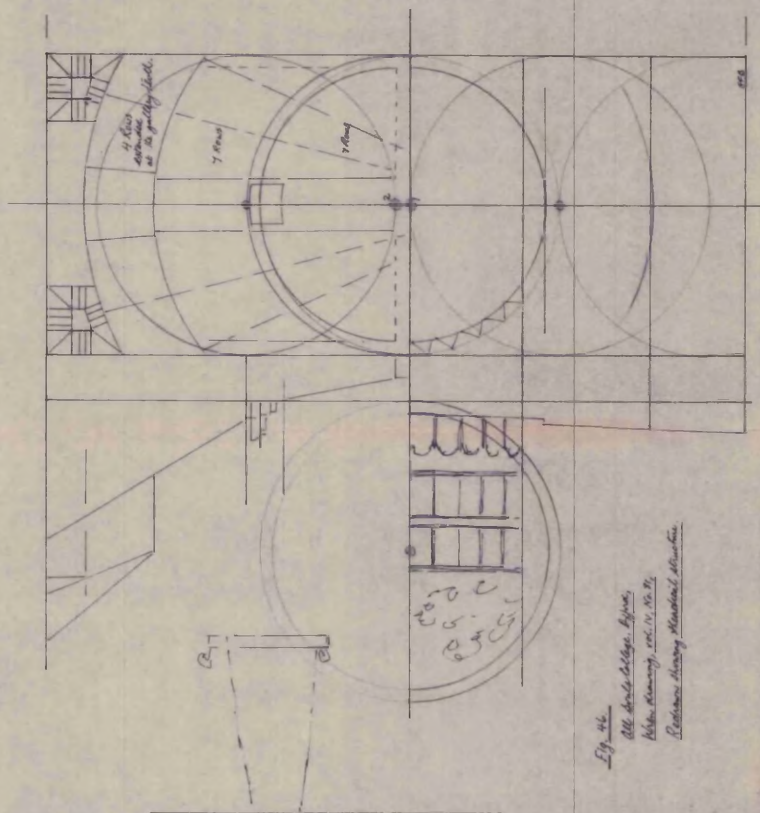
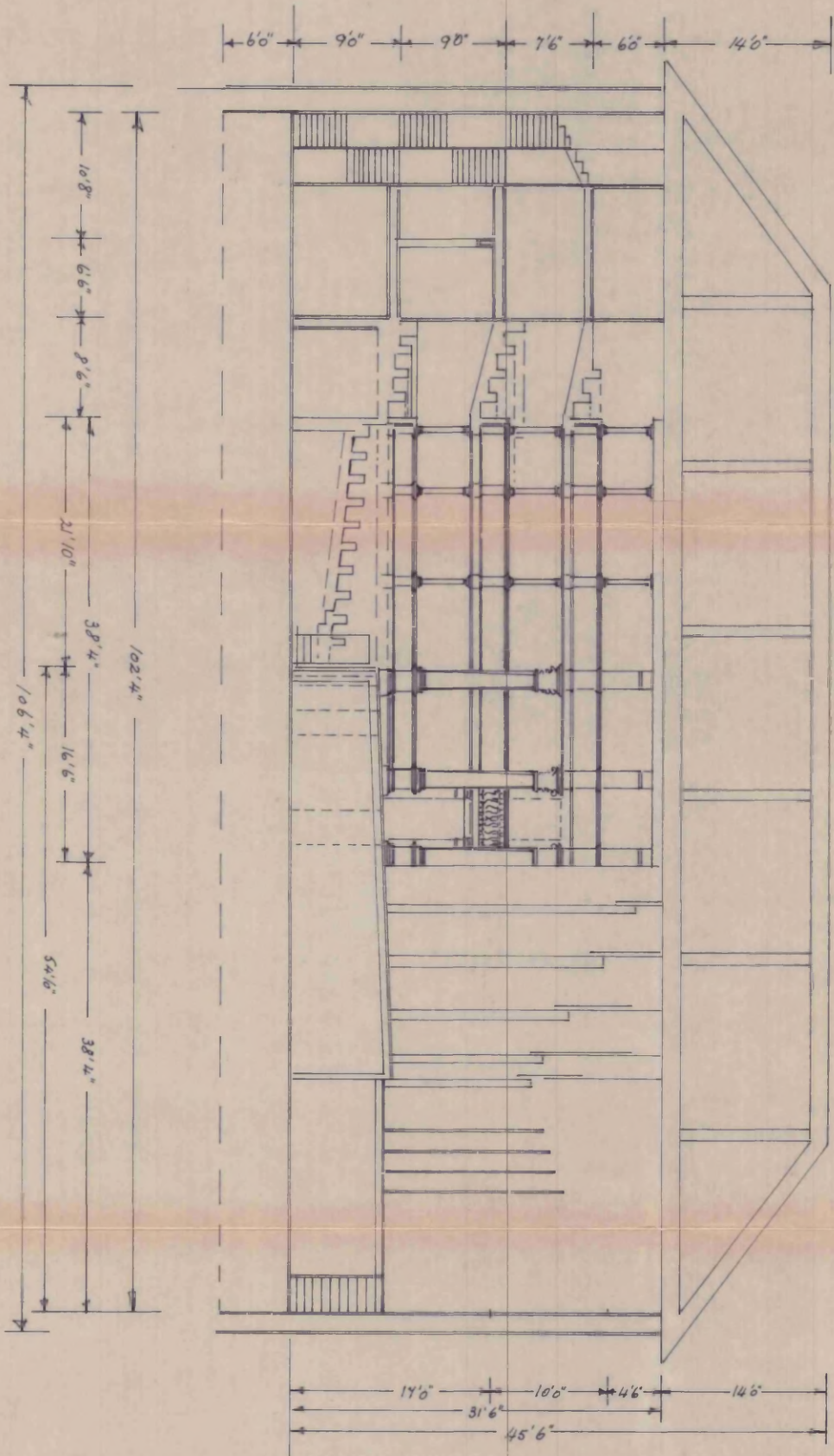


Fig. 44

Old Stone Bridge, Bath
 Bath, Somerset, 1714, 1715, 1716
 (See also p. 105)



LINCOLN'S INN FIELDS I
LONGITUDINAL SECTION, Scale — 8 feet to 1 inch



From Tennis Court to Opera House

Vol. III

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