Who Owned the Blackfriars Playhouse?¹

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In 1635 three actors, Robert Benfield, Elliard Swanston, and Thomas Pollard, petitioned the Lord Chamberlain to be allowed to purchase shares in the leases of the Globe and Blackfriars playhouses and, thereby, to take a larger cut of the profits. An answer to the petition was composed by a group of relatives of the Blackfriars playhouse’s former owner, Richard Burbage: his brother, Cuthbert; his widow, Winifred; and his son, William. They recount the history of the ownership and occupation of the playhouses, and contrast the Globe – built on land leased from Nicholas Brend and, later, his son Matthew – with the Blackfriars, saying, “Now for the Blackfriers that is our inheritance, our father [that is, James Burbage, father of Richard and Cuthbert] purchased it at extreme rates & made it into a playhouse with great charge and troble, which after was leased out to one Euans that first sett vp the Boyes commonly called the Queenes Majesties Children of the Chappell.” Later, they claim, “it was considered that house would bee as fitt for our selues, & soe [we] purchased the lease remaining from Evans with our money & placed men Players, which were Hemings, Condall Shakspeare &c.”² They present the playhouse not only as the possession of James Burbage, the man who bought the property in the Blackfriars precinct and converted it into a playhouse, and his heirs, but also of Henry Evans, who had a controlling interest in its profits during the term of his lease, which was drawn up in 1600 and projected to last for twenty-one years. With the “purchase” of the lease, the Burbage group suggest, the playhouse
returned seamlessly to “our selues,” and it is only now, in 1635, that the newcomers, Benfield, Swanston, and Pollard, are challenging their right.

This family-orientated history of the Blackfriars leaves out a number of complications attending the ownership of the playhouse. First, the Burbage group’s corporate “we” smooths over the fact that after James Burbage’s death the family appears to have apportioned the Blackfriars to Richard, his younger son, and other property to Cuthbert, meaning that the playhouse was not, strictly speaking, Cuthbert’s “inheritance.” Second, the legitimate claim of William Burbage, Richard’s son and heir, to own the playhouse was not at stake in Benfield, Swanston, and Pollard’s petition. Instead, the three actors wanted to be admitted to the benefits of a second leaseholding structure that Richard set up in 1608, when Evans surrendered his lease after only eight years. Richard created an eight-part lease, keeping one share for himself, reserving one for Cuthbert, and assigning the other six shares to other members of his playing company, the King’s Men. Both the 1600 lease and the 1608 lease transferred many of the benefits and responsibilities of ownership onto the leaseholders – they were entitled to a share of the playhouse’s profits, but they were also responsible for its upkeep.

In one way, the question “Who owned the Blackfriars playhouse?” can be easily answered. Its original owner was James Burbage, who died in 1597 and was succeeded by Richard. Shortly before his own death in 1619, Richard appointed Winifred “to be his sole Executrix of all his goodes and Chattelles whatsoeuer,” and in the following year the playhouse was made over to four men to hold in trust for Winifred and her children, William and Sara. William, who came of age in 1637, eventually sold it in 1651 to George Best, a merchant, for £700. Yet the question becomes more difficult to answer if ownership is viewed in terms not merely of the possession of real estate,
but also the ability to make a profit from it and the responsibility of maintaining it. The Burbages did not have control of the Blackfriars and its profits between 1596 and 1651. Instead, the playhouse was leased out to individuals or groups who paid a yearly rent, first Evans in 1600, then the consortium headed by Richard Burbage himself in 1608. Unlike the 1600 lease, the 1608 lease ran its full term of twenty-one years until 1629. New ten-year leases were then drawn up, which were probably renewed in 1639, shortly before the professional theater industry was turned upside down by the outbreak of the Civil War in 1642.6

In the early years of Evans’s tenure, he and a series of partners maintained the boys’ company and shared its profits; later, when the actors were older, they appear to have paid the leaseholders for the use of the playhouse, presumably keeping the profits that remained for themselves.7 After 1608, when the King’s Men were “placed” in the Blackfriars, proceeds from performances were divided between the leaseholders – sometimes known as “housekeepers” – who were granted money made from the galleries and boxes, and the players, who took the rest.8 Unlike the shares in a playing company, which were held only by actors and were reabsorbed by the company if they left or died, shares in a playhouse lease could be inherited by the widows, children, or associates of the original leaseholder. Moreover, company sharers did not automatically become leaseholders. While playhouse shares were granted to actors such as William Ostler, who was assigned a Blackfriars share in 1611 and a Globe share in 1612, other actors were excluded from these structures, as the petition of Benfield, Swanston, and Pollard demonstrates. The question “Who owned the Blackfriars playhouse?” cannot, therefore, be as easily answered once the practice of leaseholding is taken into account. Successive members of the Burbage family were the “grand Land-lords” – as a 1643
pamphlet describes playhouse owners – but their control over the playhouse and its profits was limited by the leasehold structures that Richard Burbage established.9

In this essay I will use a set of previously unknown or overlooked documents to shed light on the peculiarities of playhouse ownership and leaseholding as they manifested themselves at the Blackfriars.10 The most significant of these documents derive from a lawsuit brought in the Court of Chancery against Richard Burbage, John Heminges, and Cuthbert Burbage in 1615 by a man hitherto unfamiliar to scholars, John Rooper.11 They offer new information about the “ownership,” regulation and transfer of the leases – including the fact that Rooper had an interest in the 1600 lease and its 1608 successor – and open up fresh perspectives on Henry Evans and his family, and on their connections with the playhouse. This evidence is supplemented by additional material from other lawsuits in the Courts of Chancery, Common Pleas, and King’s Bench, which was located and transcribed in the early twentieth century by Charles William Wallace and his fellow-researcher and wife, Hulda Berggren Wallace, but never published.12 Rather than simply introducing these lawsuits, however, I bring them into detailed conversation with suits that have been known to scholars for over a century, in order to explore in detail the implications of this expanded body of material for our understanding of the financial structures that surrounded the playhouse, the multiple roles that families such as the Burbages and, especially, the Evanses played within those structures, and the status of women as playhouse leaseholders and investors.

Disputes over the Blackfriars lease reveal some of the most important factors that informed playhouse investment: the intricate set of networks and interactions – often involving ties of friendship, family, and other affective bonds – on which business collaborations in the theater were based; the nature of collective investment in a project
such as the Blackfriars, especially where an interest in the building could be sold or inherited; and the ontological problems that attended ownership in these contexts. They also point to some factors that combined to make playhouse investment distinctive: the financial outlay that was required to make a property suitable for playing and to maintain it as such; the difficulty and expense of converting a playhouse for other uses; and the fact that playing was regularly prohibited or restricted for reasons beyond investors’ direct control, such as outbreaks of plague, civic unrest, or royal displeasure.

In the early 1630s, William Heminges, who had inherited the Globe and Blackfriars shares of his father, John, was to claim that they only yielded decent profits “when the Playhowses are imployed and the Players take paines and have good playes and live quietly together without wrangling.” While other industries – such as publishing, painting, or the trade in fashionable clothing – aimed to please consumers, the business of playing was peculiarly dependent on a conjunction of the disparate talents, both financial and aesthetic, of company managers, poets, and players, and on the ability of these individuals to work together productively.

The first section of the essay explores the operation of leaseholding as a form of playhouse “ownership.” It outlines the history of the Blackfriars leases and the four separate lawsuits fought over them between 1610 and 1616, and it examines the attempts – some apparently justified, others less so – of various individuals to establish their claims on the playhouse and to capitalise on its profits. The second section looks in more detail at the impact of the new information from Rooper’s suit on our understanding of the financial arrangements surrounding the playhouse leases. It examines two different pretexts on which different individuals claimed a right to Evans’s lease and the playhouse’s profits: investment in the physical fabric of the playhouse; and assignment of the lease, or a share in it, from one individual to another.
The final section builds on this discussion by looking in more detail at the relationship between playhouse investment and the family, a set of interactions that the leasehold structures of the Blackfriars both fuelled and constrained. It focuses in particular on the multiple roles played by various members of the Evans family – Henry’s wife, Sybil, his daughter, Margaret, and his son, Thomas – in the story of the Blackfriars leases, and it situates Sybil and Margaret’s involvement with the financial structures of the playing industry alongside that of other women who invested in playhouses or inherited an interest in them. Like Natasha Korda in her recent book *Labors Lost*, I thus stress the importance of the “wives, daughters, and widows of theatrical folk who worked actively alongside their male kin,” reinserting the stories of these women and their “labor … ingenuity, and capital” into the Blackfriars narrative.14

I

The story of the Blackfriars lease began in 1596, when James Burbage purchased “Seaven greate vpper Romes as they are nowe devided … sometyme beinge one greate and entire rome” and converted them into a playhouse.15 However, a group of Blackfriars residents complained about the construction of what they termed “a Comon playhouse,” which consequently remained dark for several years.16 At length, in September 1600, Richard Burbage let it to Henry Evans on a twenty-one-year lease for a rent of £40 per year.17 In the early 1580s, Evans had briefly held the lease to an earlier playhouse in the Blackfriars, used by a company of boy actors rather than the “common” players that the local residents disliked.18 He now put together a boys’ company known successively as the Children of the Chapel, the Children of the Queen’s Revels, and the Children of the Revels, which survived various political and financial pressures until a pair of misjudged plays in spring 1608 led King James to
suppress the troupe and, briefly, to shut down playing in London altogether.\textsuperscript{19}

Seemingly confounded by the successive disasters of this prohibition and the prolonged outbreak of plague that followed hard on its heels, Evans surrendered his lease of the Blackfriars to Burbage in early August of that year.

On August 9, 1608, Burbage issued shares in a new twenty-one-year lease at a yearly rent of £5 14s. 4d. each to a consortium of seven men: himself, William Sly, John Heminges, William Shakespeare, Cuthbert Burbage, Henry Condell, and Thomas Evans. Sly died within a week of this agreement, making a nuncupative (orally delivered) will on August 14, in which his share in the Globe lease is mentioned but his Blackfriars share is not.\textsuperscript{20} His executrix, Cecilia Browne – who appears to have been a friend of Sly rather than a family member – surrendered her interest in the lease to Richard Burbage, who paid her an unspecified sum in compensation. Sly’s share was redistributed to the other leaseholders until the lease was re-divided on May 20, 1611, in order to provide William Ostler – a rising young star in the King’s Men – with a seventh share. These events are detailed in a lawsuit brought in the Court of King’s Bench in autumn 1615 by Thomasine Ostler, William’s widow, against her father, John Heminges.\textsuperscript{21} Ever since this suit was located by the Wallaces in 1909, scholars have puzzled over the name “Thomas Evans.”\textsuperscript{22} Unlike the other leaseholders, he was not a member of the King’s Men or their extended families, but his surname, Evans, has encouraged speculation that he appeared among them because he was Henry’s agent, or even that this was a scribal error and that the name recorded should have been that of Henry himself.\textsuperscript{23} The new evidence provided by Richard Burbage in John Rooper’s suit confirms, however, that Thomas was Henry’s son, and that the share was assigned – with other financial compensation outlined later in this essay – in compensation for
Henry’s loss of the 1600 lease and the claim that it gave him to all of the playhouse’s profits.

Thomasine Ostler’s suit offers a vividly human backstory to the circulation of playhouse shares. Her husband died suddenly on December 16, 1614, without leaving a will; Thomasine took out letters of administration for his estate, which included shares in the leases of the Blackfriars and Globe playhouses, only to find that the indentures of lease had made their way into her father’s hands.24 On September 20, 1615, she exhibited a bill against Heminges in Chancery requesting a writ of subpoena to require him to answer the charge that he was withholding the leases and their profits. Heminges persuaded her to stay her suit, promising that if she would come to his house and “doe her dutie” to him and her mother, Rebecca, he would recompense her for the leases.25 She therefore went to his house in the parish of St Mary Aldermanbury in London and – by her own account – kneeled before John and Rebecca, weeping, doing her duty to them as her parents “omni reuerencia & humilitate” (“with all reverence and humility”).26 Even after Ostler’s performance of abjection, Heminges allegedly broke his promise; she therefore brought a new suit against her father in King’s Bench. The trial was set for February 8, 1616, but no further documentation has come to light and the outcome of the case is not known. Heminges may have settled with Ostler out of court, but there is no evidence that she was ever reconciled with him, and when she died in June 1621 she was buried at St Giles, Cripplegate, “from the howse of Walter Jones Cordwayner.”27

Ostler’s action against Heminges was the last in a series of lawsuits brought between 1610 and 1616, each pursuing a financial claim on the Blackfriars playhouse and its profits. The earliest, also discovered by the Wallaces, centered on Robert Keysar, who entered a bill of complaint against Richard Burbage, Cuthbert Burbage,
Henry Evans, Henry Condell, and John Heminges in the Court of Requests on February 8, 1610. Keysar alleged that he had purchased a sixth share in Evans’s lease from the playwright John Marston and that Burbage and his colleagues had promised that they would do nothing to prejudice his ongoing interest in the playhouse. Notwithstanding this agreement, Keysar maintained, Burbage had accepted Evans’s surrender of the lease, cheating Keysar of his profits. The defendants vigorously denied all of these charges and, according to an affidavit made out by Cuthbert Burbage in June 1610, they intended to call as witnesses the following individuals with knowledge of the Blackfriars and its finances: Marston; Henry and Sybil Evans; “Nathaniell” Field (probably the actor-dramatist Nathan Field rather than his stationer brother Nathaniel); three other actors, John Underwood, William Ostler, and William Barksted; the musician and theatrical entrepreneur Philip Rosseter; and Margaret Evans, whose husband Alexander Hawkins, her father’s business partner, had recently died. The witnesses were apparently never called to testify, and the suit may have been settled out of court.

The next suit over the Blackfriars lease, discovered by James Greenstreet in 1888, was brought by another of Henry Evans’s former associates, Edward Kirkham, who entered a bill of complaint in Chancery against Richard Burbage, Henry Evans, John Heminges, and Margaret and her second husband, Edward Panton, on July 1, 1612. Kirkham alleged that he and his two partners, Thomas Kendall and William Rastall, had been promised “the moytie or one halfe” of the lease, and that Evans had made it over to Alexander Hawkins in trust for that purpose. Kirkham therefore argued that Evans had no right to surrender the lease without consulting him, and he claimed that as the “surviour” to the agreement – Kendall and Rastall both having died – he was due a portion of the profits made at the playhouse since 1608. Evans denied these
charges, quoting an obligation drawn up on April 20, 1602, in which he and Hawkins on the one side, and Kirkham, Kendall, and Rastall on the other, became bound in the sum of £200 to guarantee an agreement merely to “haue the ioynt vse, occupacion and profitt” of the playhouse, for which Kirkham and his partners agreed to pay half of the yearly rent of £40.32

Kirkham’s suit also introduced another claimant, Edward Panton, who provided a new version of the story of the Blackfriars lease in his answer to the bill of complaint. Panton alleged that Evans had conveyed the playhouse lease to Hawkins on October 21, 1601, some months before the agreement with Kirkham and his partners, and for Hawkins’s benefit alone. On Hawkins’s death in September or October 1609, his “interest and right” in the playhouse descended to Margaret, his widow and administratrix; having married her, Panton claimed that “in the right of the said Margarett … the Interest of the said Lease and of the residue of the yeres to come in the said great hall … ys wholly and absolut in this defendant.”33 The intricacies of these claims will be discussed below; I will simply note here that the case was eventually thrown out because the Lord Chancellor decided that the point of dispute was not the lease itself but “charges and expences disbursed in erecting a Company of Players and for playing apparell and other thinges touching playes, and the profittes and commodities arising and growing by the same.”34

John Rooper’s bill of complaint, entered in Chancery on November 22, 1615, also focused on the claim of Margaret and Edward Panton to the Blackfriars. Rooper claimed that around November 11, 1615, the Pantons assigned to him by indenture their interest in Evans’s Blackfriars lease; like Keysar, Kirkham, and Panton before him, he argued that he was therefore entitled to any profits issuing from the Blackfriars during the term of this original lease. In response, Richard Burbage not only denied that
Evans’s lease was fraudulently surrendered but also claimed that around July 29, 1615, Rooper and Panton purchased a share in the 1608 lease from Thomas Evans. It appears, therefore, that Rooper was attempting to gain a greater portion of the Blackfriars profits through his Chancery suit, perhaps with the collusion of the Pantons. Like Kirkham’s suit, Rooper’s was dismissed.

Collectively, these suits urge us to consider what was at stake financially for the litigants. Keysar claimed both that he paid Marston £100 for a sixth share in the Blackfriars lease and the goods of the Children of the Queen’s Revels and that if he “would have ioyned to have soulde his said Sixt parte with others that had equall interest theirin” the Burbage brothers, Heminges, and Condell “did then offer to have given ffower hundred pounde for the same.”35 Ostler valued her husband’s Globe and Blackfriars shares at £300 each.36 Richard Burbage claimed that Thomas Evans was paid £134 for his share by Rooper and Panton.37 Similar assertions were made about the playhouse’s profits. In February 1610, Keysar claimed that the King’s Men had made at least £1500 since they acquired the Blackfriars.38 In turn, Kirkham maintained in 1612 that Burbage and his partners had been making £80 per year since 1608, and that the King’s Men “gott ^r & as yet dothe’ more in one Winter in the said great Hall [i.e. the Blackfriars] by a Thousand powndes then they were vsed to gett in the Banckside.”39 He also claimed that he, Kendall, and Rastall previously received £100 per year “for theire parte and moytie in the premisses without any manner of Charges whatsoever,” and that at a later point in the existence of the Children of the Queen’s Revels, the children “were Masters themselves” and he, his partners, and Keysar received £150 per year from them “only for the vse of the said great Hall.”40 These claims were no doubt mostly inflated, given that most of these individuals were trying to prove the worth of their investment or the extent of the wrong done to them –
Keysar’s figure of £1500 in particular is difficult to square with the limited time that the King’s Men probably had to use the Blackfriars in 1608-10, when the playhouses were closed by plague for prolonged periods – but they demonstrate why litigation was an attractive option.\textsuperscript{41} As early as 1610, the King’s Men were making conspicuous profits at the Blackfriars, and by 1615 the playhouse had become a target not only for legitimate claims such as Thomasine Ostler’s but also for what appear to be speculative attempts to capitalize on their success.

II

In addition to providing the most detailed English summary that has so far come to light of the indenture of lease signed by Richard Burbage and Henry Evans in 1600, John Rooper’s suit offers some telling information about the financial arrangements attendant on it.\textsuperscript{42} In his bill of complaint, Rooper claims that Evans and Alexander Hawkins jointly signed a bond with Burbage in which they agreed to pay him £400 if they failed to pay their rent or meet the conditions of the indenture (m. 23), a detail that also features in Kirkham’s 1612 Chancery suit.\textsuperscript{43} Burbage’s answer not only confirms the existence of the £400 bond, it also describes a hitherto unknown arrangement in which he and his brother, Cuthbert, signed a similar bond agreeing that if they did anything to threaten “the quitt enioyinge of the premises by the said Henry Evans” (m. 25) they in turn would have to pay Evans and Hawkins £200. Both parties, it now appears, put themselves at risk financially, and the £200 bond meant that Burbage could not easily renege on the lease and take back the playhouse if it was surprisingly successful. During the term of the lease, Burbage’s right to the playhouse that he owned was thus legally circumscribed.
Questions of ownership also shape the claims and counter-claims that are made about investments in the fabric of the playhouse. Rooper alleges that Evans spent “fower hundred poundes & upwards” on “buildinge repayringe and uphouldinge the decayes & ruyns of the said greate hall roome and roomes … being at the makeing & sealeing of the said Indenture of lease in greate decaie” (m. 23). Burbage counters by claiming that Evans may have “bestowe[d] some small charges in altering & fittinge the same Playhowse for the more conveniencie of the actinge stageplayes and interludes therin” but that “the same was well repaired at the tyme of the said demise, the moste of yt haveinge beene lately before builte for a Playhowse” (m. 25). Evans may also have paid “some other small charges in reperaciones of plasteringe and tylinge of the same Playhowse when neede required,” as his lease stipulated that he should do, but any other outlay was “bestowed onely for his owne gayne & proffitt in providinge playes players & playinge apparell for the same playhowse & for noe other vse or purpose” (m. 25). If Evans spent the (considerable) sum of £400, Burbage contends, it was not laid out on the playhouse but on other aspects of the theatrical enterprise.

These claims are important in part because in the Blackfriars lawsuits a right to possession of the lease is consistently linked with expenditure upon the playhouse. Kirkham claims in his 1612 suit that he, Kendall, and Rastall spent £400 “about the premisses,” in return for which investment Evans assigned half of the lease to Hawkins in trust for them.44 Rooper similarly argues that Hawkins “spente & consumed a greate parte of his estate” on Evans’s Blackfriars project, “vpon the earneste & incessante sollicitacion of the said Henry Evans & Sibill his wife” (m. 24), and he claims that the assignment of the lease was “aswell for the satisfaccion & payemente of divers sommes of lawfull money of England which before the date thereof the said Henry Evans had & receaved of the said Alexander Hawkins … as alsoe for the indempnitie &
dischargeing of the said Alexander aswell of the said bonde of fower hundred poundes as againste divers persons to whome the said Alexander stoode bounden for the paymente of divers sommes of money for the onelie debte of the said Henry Evans ioyntelie with him & severallie for him” (m. 23). Rooper presents an Alexander Hawkins who worries constantly about the depth of his financial entanglement with Evans, a picture that is reinforced by Richard Burbage’s earlier statement in his answer to Kirkham’s bill of complaint that the periodic discussions that he had with Evans about surrendering the playhouse lease were fueled in part by “the Importunitye & earnest intreatie of the said Alexander Hawkins vnto the said Henry Evans … to the intent that he might be freed and discharged of the said bonde of fower hundred poundes.” Although Burbage’s testimony in the earlier suit has been available to scholars for many decades, Rooper’s account of the financial interactions between Evans and Hawkins is a fresh reminder of the pressure that the £400 bond put on the Blackfriars enterprise during the testing years between 1603 and 1608, when theatrical performance in London was frequently disrupted by plague, and of the ways in which one set of financial transactions seems to have led, inexorably, to new forms of indebtedness.

Evans did not live to counter Rooper’s allegations, but in his answer to Kirkham’s charges he denies that he had conveyed the lease to Hawkins either wholly or in part. He acknowledges that “vpon the earnest and ymportunate request of his this defendants wife” – that is, Sybil Evans, who is again presented as propelling certain aspects of the financial dealings at Blackfriars – he decided to “graunt & convey” to Hawkins “All his goodes Chattells and Leases, Implementes housholdstuff, wares, Comodities & all his goodes.” He denies, however, that this included the Blackfriars lease, and he emphasizes his ongoing hold on his own financial affairs:
“Notwithstanding which graunt this defendant kept the said orginall Lease … and hath ever since enjoyed and contynued the possession aswell of all his said goodes, leases, Implementes & other the premisses, and the same howse and roomes so leased by the said Richard Burbadge, and the profittes thereof haue ever since bene taken disposed and ordered as yt pleased this defendant.”

Whatever the truth of the conveyance to Hawkins, and its legal status, Evans refused to entertain the idea that it compromised his ownership of his estate, including the Blackfriars lease.

It is therefore possible, as Brian Jay Corrigan has argued, that Evans exploited the laws of “use,” in which – as one early twentieth-century law primer puts it – “A. puts the title to land in B., with the understanding that C. is to have the enjoyment or use of the land. B. in such a case is the only one who has any legal title; C. is entirely dependent upon B.’s honesty and good faith for the protection of the interest in the land which A. intended that C. should have.” Yet A. and C. did not have to be different people: A. might also assign their land to B. for A.’s own use. As Corrigan summarizes things from Evans’s perspective: “If … I find myself in court being sued and I do not want my valuable land to remain part of my property for fear the court may order it sold to satisfy the judgment, I may decide to transfer the property to my friend while I retain the use of the property for myself.” Hawkins, whom Evans described in 1612 as his “speciall man in trust,” is probably the only person that he would have considered for such a role.

As Corrigan’s summary suggests, the transfer may not have had a wholly innocent purpose, despite Evans’s assertion – supported by Rooper – that the conveyance was merely designed to “saue [Hawkins] harmeles” from the bond with Richard Burbage. In 1612, Kirkham professed to be amazed that Evans could lay any claim to the Blackfriars when he had been “Censured by the Right honorable Courte of
Starr-Chamber for his vnorderlie carriage and behauiour in takinge vp of gentlemens Children against theire wills and to ymploy them for players,” asserting that “all assureances made to the said Evans concerning the said house or playes or Interludes should be ytterly voyde and to be deliuered vpp to be Cancelled.” Kirkham is here alluding to a notorious case brought by Henry Clifton against Evans, Nathaniel Giles, James Robinson, and “others” in the Court of Star Chamber in December 1601. The defendants were accused of misusing Giles’s patent as Master of the choristers at the Chapel Royal – which allowed him to impress talented singers for the choir – to take children for the playing company. Informed by Kirkham’s testimony, scholars have suspected that Evans knew in advance about Clifton’s case and therefore conveyed his goods to Hawkins in October 1601 – perhaps, as Corrigan argues, through the creation of a “use” – in order to protect them from the judgement of the court. None of this background, however, makes its way into Rooper’s account, where the transfer is presented as having a more purely financial and personal basis.

It is against the backdrop of these claims that we should assess the new information that Rooper’s suit offers about Richard Burbage’s actions in August 1608. We have known for some time that compensation was offered to Evans in return for surrendering the lease. The Burbages claimed in 1635 that they had “purchased” Evans’s lease “with our money.” Similarly, Keysar alleged in 1610 that the Burbage brothers, Heminges, and Condell had given Evans “some small peece of monye … to the end that he would Surrender vp the Originall lease.” They rejected this claim, saying that “some Competent Consideracion” was given to Evans not for the lease itself but “in recompence of his … Charge formerly bestowed in buildinges in & about the premisses.” However, Richard Burbage is probably closer to the truth in his answer to Rooper, in which he states explicitly that he
Henry Evans generally figures in the scholarship on the Blackfriars playhouse as someone motivated primarily by self-interest, but he is presented here in the role of a father keen to advance his son and provide him with a sustainable income. Burbage claims that in total he “departed with & yeilded in consideracion of the aforesaid surrender to the value of fower hundred poundes & vpwardes besides the yerely proffittes the said Thomas ^’Evans’ had receaved for his parte in the said Playhowse” (m. 26). Burbage’s investment is testament not only, perhaps, to the profit that he was able to foresee coming from the Blackfriars, but also to Henry’s ability to strike a hard deal. Conditions in London may have played their part in the transaction too. Plague dies down during the winter months, and Burbage probably saw the attraction of a
successful playhouse that was suited to winter performance. As we have seen, Kirkham was to claim in 1612 that the Blackfriars had made the King’s Men £1000 more in a single winter season than they earned at the Globe.\textsuperscript{56} This may be an exaggeration, but Burbage’s decision to buy out the lease was clearly rewarded by both financial success and Henry’s support in the subsequent lawsuits.

The evidence gathered and reappraised here points to the financial and structural importance of leaseholding at the Blackfriars, and the care with which it was organized and regulated. Where Henry Evans took on partners such as Kirkham in order to refinance his enterprise, Burbage appears actively to have chosen to create a leasehold structure, mirroring the one that had already been established for the Globe. In these contexts, playhouse “ownership” inhere not only in legal title, but also in an individual’s investment in the fabric of the building – as in the renovations allegedly made by Evans, Kirkham, and others – or in the other financial arrangements that secured their right to it, such as the £400 and £200 bonds that regulated Evans’s lease and Burbage’s willingness to compensate him for surrendering it. Yet there is more to be said about the personal interactions that fueled financial arrangements and both sustained and challenged the structures of leaseholding at the Blackfriars.

III

Two figures in particular gain new prominence when the history of the Blackfriars playhouse is approached from the perspective of John Rooper’s suit: Henry Evans’s children, Margaret and Thomas. Rooper himself remains a shadowy figure. He does not feature in any of the other documents surrounding the Blackfriars playhouse that have so far come to light, and his Chancery case, in which he is described only as “John
Rooper of London gentleman” (m. 23), reveals little about his identity. In contrast, the multiple roles played by the Evans family are sharply revealed in his testimony.

Margaret’s successive surnames – Evans, Hawkins, and Panton – map her various connections with the Blackfriars. Evidence from other new documents indicates that in 1610, after the death of Alexander Hawkins, her first husband, she sued Edward Kirkham and Thomas Kendall’s brother and guarantor, Edmund, in the Court of Common Pleas for money owed to her husband’s estate as a result of earlier agreements surrounding the Blackfriars. A year later, she stood as a surety for Henry Evans when he was in turn sued by Kirkham at King’s Bench, a fact that suggests that she was both financially independent and willing to support her father. However, when Kirkham attempted in 1610 to revive a Chancery suit that he had been pursuing against Alexander before the latter’s death, extending its scope to require from Margaret “a lease of a play howse [i.e. the Blackfriars] and an accompt of certaine moneys … to be received by him [i.e. Alexander] at plaies and for the stages and galleries there and for plaiers apparell and books,” she described herself, via her lawyer, as a “mere stranger” with no knowledge of such matters.

This may have been a strategic disavowal, since Rooper alleges that Margaret supported Alexander’s claim to the Blackfriars lease during his lifetime. In his bill, Rooper asks the court to require the Burbage brothers and John Heminges to state under oath “whether the said Margarett in the life tyme of the said Alexander did not forewarne or advise them or either of them that they or either of them shoulde not buy or cause to be boughte or obtayned nor meddle with the interest of the said terme for that the same was assigned and transfered to the said Alexander Hawkins her husbande as aforesaid” (m. 25). It is not clear how seriously Margaret took this claim. Only after her marriage to Edward Panton around January 1612 did her specific right to the
Blackfriars lease appear to have become an issue in the legal proceedings, first in Panton’s reply to Kirkham’s bill and then in Rooper’s bill.\textsuperscript{60}

Rooper describes his negotiations over the lease in some detail, and he insists that Margaret was complicit in these financial dealings. He claims that around November 11, 1615, the Pantons assigned to him by indenture “All that greate hall or roome with the roomes over the same, and all & singler the premisses with the appurtenances and the righte title and interest clayme demaunde propertie & possession & all profittes commodities and emolumentes to the same belonging or in any wise apperteyninge in as large and ample manner as the same mighte shoulde or oughte to be in the said Edwarde Panton & Margarett his wife” (mm. 23-4). In return, Rooper “did paie a greate somme of money for the premisses vpon the said Assurance & Assignemente made by the said Edwarde & Margarett” (m. 24). If he believed that this “Assurance & Assignemente” would entitle him to the profits of the Blackfriars, he was to be disappointed. When he told the Burbages and Heminges about his purchase, and “requested of them to manifest what lawefull interest they or either of them did make or challenge or make pretence of challenge in and to the premisses paramounte the title of the said Alexander Hawkins & of the said Margarett his wife after his decease, or of the said Margarett & Edwarde since their intermarriage,” they “did publishe & geve out” that the Blackfriars was “forfaiteable & forfaited for non paymente of the rente” (m. 24). Rooper appears at this point to have resorted to the law, and he claims in his bill of complaint both that the Blackfriars lease was not forfeit and that Evans had no right to surrender it. In this claim he echoes, and may be imitating, Panton’s earlier assertion that “the Estate and right of in and vnto the premisses onely ys or ought to be and remayne” with him and his wife.\textsuperscript{61}
In contrast with Margaret’s sustained interactions with the Blackfriars enterprise, Panton and Rooper appear at first glance to have had little connection with the theatre industry. In his answer to Kirkham’s bill, Panton derisively acknowledges that Kirkham may have spent considerable sums on “suche trashe as appertayned to plaies interludes and plaiers,” but maintains that even if the other man were “Dampnified in suche busynes” he does not see why he should have to make Kirkham any satisfaction because he, Panton, is a “mere stranger,” whose only interest in the lease is in the right of his wife. Rooper never mentions that the “greate Hall or roome” in the Blackfriars is a playhouse, suggesting either that he viewed it simply as real estate or that he did not want the commercial business of the theater to muddy his claim. But this is not the whole story. Both men had an interest in the Blackfriars that went beyond their share in the original lease to Evans, and this interest lay not in Margaret’s claim to the playhouse but that of her brother, Thomas. Burbage asserts that Thomas Evans or his assignees received the profits due from his share in the 1608 lease until “aboute the nyne & twentithe of July laste paste before the puttinge in of the said Answear”, that is, July 29, 1615, but that Thomas “then solde awaie the same & receaved for the same the somme of one hundred thirtie fower poundes” (m. 26). It seems likely that Henry Evans died not long before Thomas sold his share of the playhouse lease to Rooper and Panton; indeed, Henry’s death may have facilitated that sale in some way. The timing of the alleged financial dealings between Thomas Evans, the Pantons, and Rooper also suggest that there was an element of collusion in the successive sales and the Chancery suit. Burbage dates the sale of Thomas’s share in the 1608 lease to July 29, 1615; Rooper dates his purchase of the Pantons’ interest in the 1600 lease to November 11, 1615; and Rooper’s bill of complaint is dated November 22. Either Rooper realized very quickly that the Pantons had duped him, or both the sale and
lawsuit were part of a larger plan to capitalize further on the Blackfriars and its profits, one in which Margaret appears to have been complicit.

The documents discussed in this essay thus not only add fresh detail to our understanding of the financial arrangements that surrounded playhouse leases in the early seventeenth century, they also point strongly to the involvement of women in these arrangements. Margaret allegedly asserted the right of her first husband to the Blackfriars lease, pursued suits at common law to recoup his investment in it, and may have considered herself its rightful owner. Her mother, Sybil, seems to have taken an active role in persuading Hawkins to invest his money in the Blackfriars, in events surrounding the alleged assignment of Evans’s estate in 1601, and in the surrender of the lease in 1608. Rooper describes Henry and Sybil “confederatinge complottinge & combyninge” with the Burbages and Heminges (m. 24), while Kirkham alleges that “fynding the said leas in the Custodye of the said Hawkins, her sonne in lawe” Sybil delivered it to Burbage, Evans, and Heminges “or to one of them.” It is not surprising, therefore, that both women feature in Cuthbert Burbage’s list of the witnesses that he wanted to have examined in 1610.

The involvement of Sybil Evans and Margaret Panton in the financial structures surrounding the Blackfriars was part of a broader pattern, for other women also inherited shares in the playhouse lease: Cecilia Browne, who was compensated for surrendering William Sly’s share to Richard Burbage in 1608; Thomasine Ostler, who took her father to court in 1615; Winifred Burbage, who inherited a share after Richard’s death in 1619, married another King’s Man, Richard Robinson, and is regularly mentioned in surviving documents in connection with the Globe and Blackfriars; and Elizabeth Condell, who in the early 1630s held a share in her own right as Henry’s widow and a second in trust for the children of John Underwood, another
actor with the King’s Men.\(^{64}\) Although he does not mention either of his playhouse shares in his will, Shakespeare’s share in the Blackfriars lease may also have descended to his female heirs. The Blackfriars share inherited by Cecilia Browne went unmentioned in Sly’s will and descended to her as part of the residue of his estate. The Globe share of another actor, Augustine Phillips, does not feature in his will either, but a later lawsuit reveals that Phillips’s wife, Ann, took it as part of the third of the estate that was due to her as his widow.\(^{65}\) It is possible, therefore, that Shakespeare did not sell his playhouse shares before his death, and that one or both descended to his widow, Anne – who, like Anne Phillips, automatically inherited a portion of his estate as his widow – or his daughter, Susanna Hall, who was left “All the Rest of my goodes Chattel<les> Leases plate Jewels & household stuffe” after other legacies and debts had been paid.\(^{66}\)

By the time of the 1635 dispute, there was a sustained tradition of playhouse shares descending to the wives and children of the original lessees through inheritance. The Burbages had Ann Phillips and others in mind when they lamented that assigning shares in the Globe for twenty-one years “hath beene the destruction of ourselues & others, for they [i.e. the leaseholders] dyeing at the expiration of 3 or 4 yeeres of their lease, the subseuent yeeres became dissolued to strangers as by marrying with their widdowes & the like by their Children.” However, they simultaneously begged the Lord Chamberlain not to let Richard Burbage’s widow “sterue in hir old age.”\(^{67}\) Two factors are at work here – the acquisition of shares in playhouse leases by women, and the more general movement of shares outside of the local family networks surrounding the King’s Men. Winifred’s position as Burbage’s widow was bolstered by her re-marriage to one of his colleagues, making her enough of an insider for her financial role never to be seriously questioned. The position of women like Ann Phillips, Thomasine Ostler,
or Margaret Panton, in contrast, appears to have been more contested, and to have been viewed by other Blackfriars investors with more suspicion.

IV

John Rooper’s attempt to gain financial control of the Blackfriars playhouse was unsuccessful. On April 15, 1616, the Lord Chancellor summarily dismissed his suit on the grounds that

the scope & substance of the plaintiff’s said Bill was to be relieved concerning a ^“lease of a’ Playehowse which the said defendants do nowe holde & vse for actinge of stageplaies, and for that it alsoe appeared that the same was a playehowse at and before the makeing of the lease in question, which the plaintiff by meane Assignmentes claymeth and ever sithence hath ever contynued. And that the plaintiff claymeth the said lease vnder those that did firste erecte & converte the said house to a Playehouse for the actinge of stageplayes and enterludes, In respecte whereof his lordshipp houldeth the plaintiff’s suite not fitt to be reteyned or releeved in this Courte[.]

Rooper’s tenuous claim on the Blackfriars lease was exposed, and his bill was “cleerely & absolutely dismissed out of this Courte with fortie shillings costes” (m. 26). Yet Rooper and Panton retained their seventh share in the Blackfriars lease, purchased from Thomas Evans, a lease that was due to run until June 24, 1629. These “strangers” to the theater industry did not immediately disappear, however much that insular world may have wished to expel them.
Richard Burbage’s narrative about the origins and purpose of the playhouse was ultimately more compelling than Rooper’s account of the financial tangle surrounding Evans and Hawkins, as the Lord Chancellor’s elision of James Burbage, who built the playhouse, and Richard Burbage, who inherited it, suggests. The fact that Cuthbert Burbage, Winifred Robinson, and William Burbage appealed to a similar idea of family investment and continuity in 1635, when they described the Blackfriars as “our inheritance,” testifies to the central role played by family ties in theatrical contexts, where they had the capacity to cut across the structures of company sharing and playhouse leases. Another of the Burbages’s images, that of playhouse shares becoming “dissolued to strangers” through inheritance and remarriage, points to the ways in which extended families, bound to the playhouse by economic and affective ties, could both exploit and endanger the theater industry’s financial structures. This picture is extended and complicated by the new information that Rooper’s suit and the other documents discussed here provide about the various roles of the Evans family in the financial maneuvers surrounding the Blackfriars. Henry Evans, whose career perhaps more than any other demonstrates the cool, often cynical, operations of the early modern theater industry, is here revealed as a family man, working in partnership with his wife, supported by his daughter, and eager to promote the interests of his son.

As Richard Burbage’s dual assignments to Thomas Evans of a share in the playhouse lease and extended leases of other properties remind us, theatrical shareholding was part of a broader set of economic and affective structures, shaped by parallel investments, family networks, and other ties of friendship and obligation. Yet playhouses nonetheless presented a distinctive form of investment. For the Lord Chancellor, another decisive factor in dismissing Rooper’s claim was the fact that the Blackfriars was “a Playehouse for the actinge of stageplayes and enterludes,” which
was, as the Burbages and Heminges put it in their answer, “not without excessive charge
to be converted to any other vse” (mm. 26, 25). Not only did the establishment of a
playhouse entail the construction of a new building or the conversion of existing one,
often at great cost, but the business of playing was itself dependent on the invention of
playwrights and the artistry of performers, both of which were uncertain commodities.
William Heminges’s comment – quoted above – that shares in a playhouse lease were
profitable “when the Playhowses are imployed and the Players take paines and have
good playes and live quietely together without wrangling” both supports this idea and
points to the ways in which personal tensions could undermine the smooth operation of
the theater industry’s internal structures. From this perspective, the success of families
such as the Evanses and, especially, the Burbages, was their ability to make social,
familial and affective relationships work in tandem with, rather than in opposition to,
the business of theater.

Notes

1 I am very grateful to John Astington, Clare McManus, Tanya Pollard, Matt Haynes,
Jeremy Lopez, two anonymous readers for Shakespeare Quarterly, and members of
the editorial board for their comments on drafts of this essay, to the Henry E.
Huntington Library, San Marino, CA, for a Francis Bacon Foundation Fellowship that
supported some of my research for it, and to the archivists at The National Archives,
Kew (hereafter TNA) for all of their assistance.

2 Answer to the Petition of Robert Benfield et al., Lord Chamberlain’s Department,
Miscellaneous Records, TNA, LC 5/133, p. 50. Images of the record are available on


5 Deed of sale, 1651, recorded in Close Rolls, TNA, C 54/3579, m. 39-40; see Glynne Wickham, Herbert Berry, and William Ingram, eds., English Professional Theatre, 1530-1660 (Cambridge: Cambridge UP, 2000), 529.

6 See Wickham et al., eds., English Professional Theatre, 503-4.

7 See below, n. 40.


9 The Actors Remonstrance or Complaint for the Silencing of Their Profession and Banishment from Their Severall Play-Houses (London, 1643), A3r.

10 The digital facsimiles and indexing tools of Shakespeare Documented, Ancestry (www.ancestry.co.uk), and The Anglo-American Legal Tradition (hereafter AALT), an online archive assembled by Robert C. Palmer, Elspeth K. Palmer, and Susanne Jenks (http://aalt.law.uh.edu), and its companion site WAALT: The Wiki for the Anglo-American Legal Tradition Website (http://www.uh.edu/waalt), have allowed me to locate new materials and work more easily with complete original documents. My
debts to these sites and an older resource, the papers of Charles William Wallace and Hulda Berggren Wallace at the Huntington Library, are recorded below.

11 The central documents in this suit are lost, but Rooper’s bill of complaint and the joint and several answer of Richard Burbage, John Heminges, and Cuthbert Burbage are quoted extensively in the final decree of April 15, 1616; further information survives in the procedural documents of the court. See Chancery Decree Rolls, TNA, C 78/249, no. 4 (final decree); and Chancery Orders and Decrees, TNA, C 33/129, f. 353v (order of December 8, 1615); C 33/129, f. 380r (order of January 17, 1616); C 33/130, f. 369r (order of January 26); and C 33/129, f. 622v and C 33/130, f. 534v (duplicate decrees of April 15). All are available in digital facsimile on AALT; the final decree is indexed in WAALT: http://www.uh.edu/waalt/index.php/C78_1616.

12 The Chancery materials consist of a series of orders and reports in 1610-11 recording Edward Kirkham’s attempts to use a bill of revivor against Evans’s daughter, Margaret Hawkins, to continue a suit against her late husband, Alexander. See Chancery Orders and Decrees, TNA, C 33/119, f. 66r-v, and C 33/120, f. 62 (duplicate orders of October 28, 1610); C 33/119, f. 126v, and C 33/120, f. 123r (duplicate orders of November 3); C 33/120, f. 123r (order of November 30); C 33/119, f. 281v, and C 33/120, f. 271v-272r (duplicate orders of November 24); C 33/119, f. 416v, and C 33/120, f. 425v-436r (duplicate orders of January 17, 1611); Chancery Reports and Certificates, TNA, C 38/15 (report of November 12); Margaret brought two suits in Common Pleas in 1610, one against Kirkham and the other against another of her husband’s creditors, Edmund Kendall. See TNA, CP 40/1834, rot. 3149, and CP 40/1848, rot. 541. In 1611, she stood as a surety for her father when he was sued by Kirkham in King’s Bench. See TNA, KB 27/1428, m. 1134. These
documents are transcribed in the Charles William Wallace Papers, Huntington Library, Box 6, BIV6, and Box 7, BIV11. All except TNA, C 38/15 are available on AALT.

13 Joint and several answer in Thomas Kirle v. William Heminges, John Atkins, and Judith Merefield, Chancery, 1632, TNA, C 2/Chas I/K5/42.


15 Folger Shakespeare Library, MS Lb.356; reproduced in digital facsimile on *Shakespeare Documented*.

16 Petition of Blackfriars residents, c. November 1596, in a 1630s copy, TNA, SP 12/260, f. 176; reproduced on *Shakespeare Documented*.


20 See PROB 10/258; Honigmann and Brock, eds., *Playhouse Wills*, 80-1.

21 Thomasine Ostler v. John Heminges, King’s Bench, 1615-16, TNA, KB 27/1454, rot. 692, 1v, reproduced in digital facsimile on *Shakespeare Documented*.


24 On the administration of Ostler’s estate, see TNA, PROB 6/8, fol. 176v; Honigmann and Brock, eds., *Playhouse Wills*, 230-1.

25 Ostler v. Heminges, rot. 692, 2r. The phrase appears in English in the King’s Bench record (“ad faciendum obedienciam suam anglice to doe her dutie”).

26 *Ibid*.

27 Burial of Thomasine Ostler, 14 July 1621, St Giles, Cripplegate, Composite Register, 1607-34, London Metropolitan Archives, P69/GIS/A/002/MS06419, Item 002. Digital facsimiles are available on *Ancestry*. This entry does not appear to have been previously noted.


29 Affidavit of June 18, 1610, TNA, REQ 1/127; Wallace, “Shakespeare,” 359-60.

30 The central documents in this are in TNA, C 2/JasI/K5/25 (bill of complaint, pleas, answers and replication); TNA, C 77/228, m. 4 (final decree). For transcriptions of C 2/JasI/K5/25 and a decree of November 14, 1612 (TNA, C 33/123, 165v, and C 33/124, 171r), see Frederick Gard Fleay, A Chronicle History of the London Stage, 1559-1642 (London: Reaves and Turner, 1890), 223-51; the decrees are available on AALT. For discussion, see Smith, Shakespeare’s Blackfriars Playhouse, 201-5; Leinwand, Theatre, Finance, and Society, 137-8; Corrigan, Playhouse Law, 98-9.

31 Bill of complaint in Kirkham v. Burbage et al.; see Fleay, Chronicle History, 224.

32 Answer in Kirkham v. Burbage et al.; see Fleay, Chronicle History, 239.

33 Answer in Kirkham v. Burbage et al.; see Fleay, Chronicle History, 230. The precise date of Hawkins’s death is uncertain, but I have found that it must have taken place between September 15, 1609, when he sold land in Haggerston to William Muddell (see TNA, C 54/1979), and October 28, 1609, when Margaret was awarded administration of his estate (see TNA, PROB 6/7).

34 Final decree in Kirkham v. Burbage et al., TNA, C 77/228, no. 4.


36 Ostler v. Heminges, TNA, KB 27/1454, rot. 692, 2v.

37 Answer in Rooper v. Burbage et al., as reproduced in the final decree, C 78/249, no. 4 (m. 26). All references to the answer are to this document.


39 Bill of complaint and replication in Kirkham v. Burbage et al.; see Fleay, 225, 248.
Replication in Kirkham v. Burbage et al.; see Fleay, 249.


The summary of the lease in Rooper’s bill of complaint, as reproduced in the final decree, C 78/249, no. 4, includes information about the “free ingresse egress & regresse” that Evans was granted “in to & from the said demised premisses & everie parte thereof in by and throughe the wayes gates dores stayres & passages to & from the same leading as then was vsed” (m. 23) that does not appear in other versions, such as the Latin translation in William Rastall and Edward Kirkham v. Alexander Hawkins, King’s Bench, 1609, TNA, KB 27/1414/1, rot. 456 (available on AALT; see also Hillebrand, Child Actors, 180-5; Smith, Shakespeare’s Blackfriars Playhouse, 516-19).


Bill of complaint in Kirkham v. Burbage et al.; see Fleay, Chronicle History, 224.


Answer in Kirkham v. Burbage et al.; see Fleay, Chronicle History, 244.


Corrigan, Playhouse Law, 103.

Answer in Kirkham v. Burbage et al.; see Fleay, Chronicle History, 245.

Ibid.

See Henry Clifton v. Henry Evans, Nathaniel Giles, and James Robinson, Star Chamber, 1601, TNA, STAC 5/C46/39; only the bill of complaint survives, which is transcribed in Fleay, *Chronicle History*, 127-32.


Edward Kirkham v. Henry Evans, King’s Bench, 1611, TNA, KB 27/1428, rot. 1134.

Order of 3 November 1610, TNA, C 33/119, 126v; C 33/120, 123r (duplicate orders).

Rooper dates the marriage to “about Januarie in the tenthe yeare of his maiesties raigne” (m. 23), that is, January 1613, but he appears to be a year out as Panton was already married to Margaret when he answered Kirkham’s bill of complaint on July 22, 1612.

Answer in Kirkham v. Burbage *et al.*; see Fleay, *Chronicle History*, 231.


64 On the Condell/Underwood shares see Honigmann and Brock, eds., *Playhouse Wills*, 142-5, 157-8.


66 See TNA PROB 1/4; Honigmann and Brock, eds., *Playhouse Wills*, 108. An image of the will is available on *Shakespeare Documented*.

67 Answer to the petition of Benfield et al., TNA, LC 5/133, pp. 50-1; Nicoll and Boswell, “Dramatic Records,” 371-2.