

DAVID MATEER

New Sightings of Christopher Marlowe in London

The daily lives of Elizabethan dramatists and their activities outside of the theatrical sphere — the personal relationships, disagreements, and monetary difficulties that coloured and shaped their quotidian existence — are sparsely documented at best. The shortage of such data is particularly acute with respect to Christopher Marlowe, about whom one authority has commented: ‘We know next to nothing about Christopher Marlowe. When we speak or write about him, we are really referring to a construct called “Marlowe”.’¹ While this assessment seems unduly pessimistic, his biographers have perforce been obliged to flesh out the vestigial remains of his life-history with speculative reconstructions, elaborate psychological theories, and explorations of the intellectual and social contexts of his literary output in an attempt to make sense of the skeletal facts. The results of their endeavours have run the gamut from biographical fantasy (not to mention conspiracy theory), through biography of varying degrees of level-headedness, to entrenched fundamentalism.² Faced with this dearth of verifiable evidence, researchers in the field of early modern literature will no doubt welcome the discovery of new material relating to Marlowe among the legal records held by The National Archives at Kew in London, and here transcribed and translated for the first time. These documents may not illuminate the more sensationalist aspects of the poet-playwright’s technicolour biography — his alleged involvement in espionage or his death in Mistress Bull’s rooming house in Deptford, for instance — but they are nonetheless of incalculable importance to our knowledge of Marlowe’s whereabouts and social interaction at precisely that point in his career when he starts to write for the London stage. The new archival finds, which relate to events between mid-1587 and early 1589, not only cover a period of Marlowe’s life about which we have no information whatsoever; they offer us something that no other set of documents does, namely a glimpse into the state of his finances at the time, and even perhaps a window on his character.

The first lawsuit in question concerns Edward Elvyn, an almost exact contemporary of Marlowe's at Cambridge, who was born in Norfolk (probably in Caister) and who matriculated from Corpus Christi College at Lent 1580.³ His name appears in conjunction with Marlowe's in the earliest documentary record of the latter's residence at university — the leaf in the Corpus Christi Buttery Book for 'septimana 10^a post Michaelmas' (the second week of December) 1580, where the charge of a penny is entered against 'Elwin' and 'Marlen'.⁴ Elvyn was elected to a foundation scholarship in the place of one John Temple, and the college's *Registrum Parvum* lists him and Marlowe among the students admitted on 7 May 1581.⁵ At the following Michaelmas, 'Elvine' and 'Merling' with others from Corpus attended 'Mr Johnes' lectures in dialectic.⁶ Both students proceeded BA in 1584, 'Elwyn' appearing 194th and 'Marley' 199th out of 231 graduates on the university's 'ordo senioritatis'.⁷ Two years later Elvyn was elected to a college fellowship, and in the summer of 1587 he and Marlowe commenced MA.⁸

The two young men were doubtless on amicable terms, but any bonds of friendship that collegiate life might have nurtured were soon to be tested extramurally. They were apparently close enough for Elvyn to agree to Marlowe's request for a substantial loan, but not close enough for the lender to turn a blind eye when the money was not repaid. To recover his losses, therefore, Elvyn brought suit against Marlowe in the court of King's Bench at the beginning of Michaelmas term 1588, that is, on Wednesday 9 October.⁹ Despite the defendant's humble origins, he and his legal adversary are styled 'generosus', that is, 'gentleman', on the plea roll, doubtless in acknowledgment of the fact that both parties had received a university education. One is reminded of Rev. William Harrison's celebrated definition of Elizabethan gentility according to which any professional man, university graduate, or officer in the armed forces was a gentleman in England by that very fact:

Whosoever studieth the laws of this realm, whoso abideth in the university giving his mind to his book, or professeth physic and the liberal sciences, or, beside his service in the room of a captain in the wars or good counsel given at home, whereby his commonwealth is benefited, can live without manual labor, and thereto is able and will bear the port, charge, and countenance of a gentleman, he shall for money have a coat and arms bestowed upon him by heralds (who in the charter of the same do of custom pretend antiquity and service and many gay things), and thereunto being made so good cheap, be called master, which is

the title that men give to esquires and gentlemen, and reputed for a gentleman ever after.¹⁰

Marlowe would have been summarily arrested and required to stay in the Marshalsea prison if he could not find bail, that is, two people prepared to act not only as mainpernors or sureties for his appearance in court, but also as guarantors liable for the plaintiff's debts and costs should the defendant lose the case and fail to satisfy any judgment against him. We cannot know for certain if he was bailed or incarcerated while awaiting trial; the plea roll's apparently unequivocal statement that he was 'in the custody of the marshal of the Marshalsea' should not be taken at face value, for that common verbal formula was applied indiscriminately to all defendants and meant simply 'under the privilege of the court'.

The plaintiff's original bill, which still survives filed among the court's *declaraciones*,¹¹ was re-copied verbatim onto the plea roll once process began. It is an action of debt in classic form, and its contents, together with subsequent legal developments arising therefrom, may be summarized as follows. While in London on 11 April 1588, Elvyn lent Marlowe £10: no paltry sum at the time.¹² The borrower acknowledged the debt in a document under seal, that is, an IOU of some kind, but when the loan was due for repayment he defaulted, and Elvyn responded by seeking legal redress at Westminster, claiming the original £10 plus £5 in damages. When the case reached court six months later, Marlowe pleaded 'the general issue', that is, he denied all the material allegations in the declaration and threw back on the plaintiff the whole onus of proof of the facts required to establish the claim against him. By pleading 'non est factum suum', he denied that the proffered document on which he was impleaded was truly his deed. This plea opened up a number of possibilities for the defendant, enabling him to claim that the document was not a deed at all, or that it was a forgery, or that there had been a mistake on his part as to the nature of the deed, not merely as to its terms or effect, or even that he had been tricked into executing it because he was illiterate and the contents had been misread to him! Which of these options Marlowe chose is not recorded; we know only that both parties agreed to stand trial by 'putting themselves on the country', and that the sheriff was ordered to summon a petty jury to determine the matter on the following 23 January, the first day of the Hilary term 1589. Frustratingly, however, the case appears to have been discontinued, and with no record of any judgment it must be

assumed that an out-of-court settlement was brokered between the parties before the date of trial.¹³

This brush with the common law can only have damaged relations between the two young men, and Elvyn was soon back in Cambridge resuming his academic career. He served the office of *taxor*¹⁴ of the university in 1591, and four years later he was created MD. In 1598 he resigned his college fellowship, almost certainly as a consequence of his marriage to the twice-widowed Elizabeth Hoo, who brought to the match a ready-made family courtesy of her first husband, Thomas Hopkins of Norwich.¹⁵ A period of medical practice in London followed, during which Elvyn was admitted a Licentiate of the Royal College of Physicians on 20 December 1602, a Candidate on 5 October 1604, and a Fellow on 22 December 1605.¹⁶

Elvyn was medical advisor to Robert Cecil, first Earl of Salisbury, and Physician to the Tower of London until his promotion to the royal household in 1605.¹⁷ The Docquet Books of the Signet Office reveal that his name was first put forward for the court position in July of that year: 'The office of his *Majesties* ordinarie Phisitian of his howshold with the fee of l li by the yeare with all other *profittes* & allowances thervnto belonging graunted to Edward Ellwin doctor of Phisicke for terme of his lief subscribed by the Erle of Suffolk *procuratum* vt supra [by Sir Thomas Lake]'.¹⁸ The patent rolls provide a little more detail; the appointment, which took effect officially on 2 August, was made to fill a vacancy created by the death of Dr Roger Marbeck, and the salary of £50 per annum was to be paid quarterly, backdated to the previous 24 June.¹⁹ A list of donors and recipients of gifts exchanged between James I and his courtiers on New Year's Day 1606 mentions Elvyn with other medical colleagues; he presented the king with a box of confections and received a quantity of gilt plate in return.²⁰ He was in post barely eight months, however, when he attracted allegations of unprofessional behaviour, even possible treachery. Suspicions about his loyalty were first voiced by Sir Charles Cornwallis, English ambassador to Spain, writing to Cecil from Valladolid on 28 March 1606. The letter, from which relevant extracts are given below, displays all the paranoia characteristic of the months immediately following the discovery of the Gunpowder Plot:

Walpole the Jesuite²¹ the intemperature of whose harte is not to bee contained within his lippes) yesterday in a Discourse with a man of myne (whom sometymes I vse to vnlocke him & to drawe some parte of his intelligence and intencions from him) said plainly vnto him, yt if *your Lordshipe* were taken out of the way

the authoritie and guidinge of the Estate should with more equall distribucion descend vnto other *Lords* of Councell more temperate and better disposed in religion hee proceeded with a greate deprauation of your late answere to ye admonitorie *Lettre*;²² Said if there were not meanes found otherwise to shorten your Course, you would perhaps liue to see the end of others who (*your Lordshipe* beeing taken away) might doe some good to the Church. hee concluded with a question to my man concerninge a most notorious slaunder raised of your *Lordshipe* which my man astonied to heare and denyinge to bee true hee not withstandinge persisted in the affermacion sayinge it could not bee but true, for the reporte grewe from a Phisicion whome your *Lordshipe* vseth, and whome of late you haue preferred to the kinge...

The slaunder is such soe malicious and improbable as I will neither trowble your *Lordships* cares nor thoughts with it... .

I shall wishe that this paper had wings my harte not restinge satisfied till I shall thinke that it bee in your hands. My good Lord for the loue of your Prince, Countrey and other freinds (whose fortunes and Contentment depend your life and well doeing) giue mee leave to beseach you to bee very Carefull and varie of yourselfe.

By maney proofes it is knowne vnto your *Lordshipe* what strainge attempt malice fortified²³ with a superstitious and blind Concept of pardon and merrit hath in this depraued age brought forthe:

And exceedinge difficulte it is in this tyme (when the organ of the harte yealds generally a Tune so Contrarie to the sound board within) to iudge of inward and hidden intencions. That Phisicion I wish your *Lordshipe* in any case not to trust to faree. most loath I am to doe wronge to any man by giuinge Conceles of suspicion, but were hee mine owne Brother (the Case soe neerely concerninge your *Lordshipe*) I must aduenture to lett you know, what by Coniectures I Conceaued thoughte Certainetie I Can giue of nothinge

The Phisicion I take to bee doctor Elvyn and the reporte here growne by one Hopkins a sonne in lawe of his²⁴ a Papist and one very inward duringe his beeing here with ye Jesuits. That your *Lordshipe* had preferred that Phisicion of late I vnderstood by *Lettres* out of England. That this Hopkins is his wiues Sonne I know as also that hee is Romanist and had much Conuersacion with these infectious People, I shall haue noe quiett with my selfe till your *Lordshipe* shall directe mee Concerninge Walpole²⁵

Despite doubts about his integrity, Elvyn continued to prosper at court. Between 5 September 1605 and 7 May 1606 he was among the guests entertained at Theobalds, the Cecil mansion in Hertfordshire,²⁶ and toward the end of his life he was granted the benefit of the recusancy fines paid by Lady Fitch of Essex.²⁷ In his will drawn up on 17 November 1608 Elvyn made a number of bequests, some of a generous nature, to the children of his brother-in-law, John Brightmore, and to various other relatives and servants.²⁸ He also acknowledged a debt of £300 to his 'son-in-law', George Hopkins, who appears to have been living abroad at the time; that sum probably represented the proceeds from the sale of the latter's business interests and house in Norwich, which Elvyn had been charged with disposing of on his behalf. Two of the three hundred pounds belonging to Hopkins were held by a Dr Burman — undoubtedly the John Burman who matriculated pensioner from Corpus Christi, Cambridge, at Easter 1580, and who took his bachelor's and master's degrees in the same years as Elvyn and Marlowe.²⁹ The will also mentions the testator's lands in Barton, Norfolk, which had been the subject of litigation with John Bayspoole (Baspowle/Bispoll) in the Court of Requests in 1601.³⁰ Elvyn gave twenty pounds to his 'deere ffrende' Dr Trevor 'for remembraunce of oure oulde ffreindshippe and constant love this thirte yeares and in requitall of his paynes in the composinge of this my laste will and testament'.³¹ He left the residue of his estate to his wife, Elizabeth, together with the lands in Barton valued at £30 per annum. The will also refers to Elizabeth's two daughters from a previous marriage who, on their mother's death, were to share £100 of goods and chattels currently in her hands. Elvyn himself, however, appears to have been childless, which may account for the cheap jibe directed at him in a contemporary verse satire on the London medical profession:

And Doctor Elvin, though ye hole your selve in
 Be barraine & yeild no fruit
 Twas a happy receipt that made you to wait
 On ye black guard without a suit.³²

He died not long after making his will and was buried on 23 November in St Clement Danes.³³ Although most men of his standing would have been householders, Elvyn is not mentioned in any list of local rate-payers dating from the first decade of the seventeenth century.³⁴ Since Cecil House, the Earl of Salisbury's London residence, was situated in that fashionable West-

minster parish, one may assume that Elvyn lived there with his patron. A week after the burial, his wife was granted probate as executrix.

The plaintiff's association with Marlowe at Corpus Christi College proves beyond all reasonable doubt that the defendant in the case of Edward Elvyn v. Christopher Marley was the poet-playwright. The latter must have taken up residence in the capital by April 1588 (if not earlier), for the plea roll makes it plain not only that Elvyn's bill 'lay' there, that is, the business giving rise to the litigation was transacted there, but also that the defendant was 'of London' at the time. Marlowe can therefore be placed in the metropolis some eighteen months before the first hitherto acknowledged sighting of him in the area, that is, when he and Thomas Watson brawled fatally with William Bradley in Hog Lane, in the suburb of Norton Folgate, on the afternoon of 18 September 1589.³⁵

The second case, which is also to be found in King's Bench, is more complex from a legal and interpretative viewpoint and permits of a slightly less watertight identification of the defendant as Marlowe the poet-playwright. Although the litigation does not appear on the plea rolls until Hilary 1589, it relates to a dispute that originated nearly a year and a half earlier, in August 1587. It therefore predates the events surrounding the Elvyn loan by some eight months.³⁶

The preamble to the litigation states that this is an action in trespass on the case, that is, an action to recover damages that are not the immediate result of a wrongful act but rather a later consequence. Among the torts that fell under this general heading was the action of 'trover', taking its name from and based on the fiction that the defendant had found (*trouvé*) goods and then converted them to his own use. The essence of the wrong was the unauthorized dealing with the plaintiff's chattel so as to question or deny his title to it. It may be constituted by wrongful sale and delivery of goods, wrongful refusal to return, misdelivery or wrongful receipt of them, and is nowadays remedied by the action for conversion. Readers unfamiliar with the eccentricities of English common law may be reluctant to dismiss as fictitious something that appears on the face of the record, but the fact is that by the early sixteenth century the cause of action in such cases had degenerated into a standard allegation that the goods in question had been lost by the plaintiff and found by the defendant. The plaintiff might provide a detailed explanation of how it was that the goods had come into the defendant's possession, but he was under no obligation to do so. Indeed, it was legally unnecessary, for no issue could be taken on the accuracy of the plaintiff's story, the only question of

interest to the court being whether the defendant had the plaintiff's thing. As a leading legal historian has succinctly pointed out: 'If the untrue fact was not substantially material to the cause of action, but merely satisfied some jurisdictional or procedural requirement which was not essential to achieving justice, then no harm was done by pretending it to be true'.³⁷ Among the items appearing on the plea rolls that could not easily have been 'accidentally lost' and found were long lists of household contents, 200 cartloads of timber, and a ship in the port of London.

The essential facts of the case that emerge from this smokescreen of formalism and legal fiction are as follows. On 10 August 1587 a certain 'Christopher Marlo' acquired a grey gelding and tackle from James Wheatley, allegedly by 'finding'. The defendant was asked to redeliver the goods (possibly as late as August 1588) and when he refused to do so, Wheatley instigated proceedings against him during the following Michaelmas term, that is, sometime in October or November of that year. In order for his bill to succeed, the plaintiff must have had a right of property and possession in the goods, which is why Wheatley so insistently asserted that they were his 'own' or his 'by right'. He placed a value of £6 13s 4d on the chattels, and claimed damages of £20 for their loss. From the case itself and the warrants of attorney found on unnumbered rotuli at the very back of the plea roll, we know that the defendant did not employ a legal representative, and by absenting himself from the hearing appointed for the first day of the Hilary term (23 January) 1589 he automatically forfeited the case. An inquisition taken on 5 February following awarded the plaintiff costs and damages of £9 6s 8d.

The fact that Wheatley brought an action of trover against 'Marlo' for conversion tells us a good deal about the circumstances under which the defendant came to possess and eventually part with the horse. It is important to state at the outset that 'Marlo' cannot have stolen it, for to take another's goods, however wrongfully, was not to convert them; conversion would have arisen only if the chattel had been removed from the owner's possession without legal justification and with the intention of exercising a permanent or temporary dominion over it. Wrongful taking unaccompanied by such intent was mere trespass. 'Marlo' must therefore have acquired the animal lawfully and entered into peaceable possession under the terms of some form of bailment. Broadly speaking, bailment is the rightful possession of goods by one who is not the owner; unlike a sale or gift of personal property, it involves a transfer of actual or constructive possession but not title. Ordinarily a bailment is created by agreement, resulting in a consensual delivery of goods in

trust by one party (the bailor) to another (the bailee), who holds them for a certain purpose upon a contract expressed or implied. Bailment may be distinguished either as gratuitous — for instance, the deposit of goods, or the loan of them for temporary gratuitous use — or for reward, as in the letting of a thing to hire. The bailor had a duty to ensure that his chattel was as fit for the purpose for which it was hired as care and skill could render it. The hirer was bound to take all reasonable care, such as a prudent man would have exercised as to his own property, and to restore the chattel to the bailor after the end of the period for which it was bailed to him. One cannot therefore assume that the reason why ‘Marlo’ failed to comply with the latter duty was because the horse had died whilst in his possession. If that had been the case, he could have pleaded in mitigation that the animal was defective; but no defence was offered on this or any other point. Merely to detain the chattel after the stipulated time was not to convert it, so ‘Marlo’ cannot have been guilty of withholding the horse after the bailment had determined. Without the intention to keep it in defiance of the owner’s title (by refusing to relinquish it, for example), the appropriate action for wrongful detention was *detinue*. Even if the chattels were lost or destroyed through the negligence of the defendant, conversion would only lie if there was a wilful and wrongful interference with them; thus a bailee, who by accident lost or damaged the goods entrusted to him, was not liable in conversion but merely in *detinue*. In order to sue in conversion the plaintiff had to show some act of positive misconduct on the part of the defendant. An appropriation that was initially lawful, but which subsequently denied the bailor’s title, was constructive conversion; for instance, the defendant might have consumed, destroyed, or sold the goods, or otherwise delivered them to some third person. Thus to convert goods could mean to dispose of them, or to deal with them in such a manner that neither owner nor wrongdoer had any further possession of them. Wheatley’s declaration lacks any allegation that the goods were sold ‘to divers persons unknown to the said plaintiff for divers sums of money’, which one sometimes encounters in similar cases. Such a claim may have been omitted here because it was considered too risky a strategy to allege a manner of disposition of the goods that was wholly within the knowledge of the defendant, for he might later have traversed the sale and thereby, impliedly, the conversion. The only conclusions that may safely be drawn from this case, therefore, are that ‘Marlo’ hired the horse from Wheatley and that he refused to give it up on termination of the bailment, thereby divesting the claimant’s title to the property. This scenario, however, does not preclude the possibility that he

disposed of the animal illegally to some third party unknown, probably by sale in open market, and converted the proceeds to his own use.

Just as information about the plaintiff in *Elvyn v. Marley* was of crucial importance in confirming the defendant as the poet-playwright, so some knowledge of James Wheatley's background and social milieu may shed light on the identity of 'Christopher Marlo'. Pockets of Wheatleys could be found in various parts of London and its environs at the end of the sixteenth century, particularly in the parishes of St Stephen Coleman Street, St Mary Aldermanbury, St Bride Fleet Street, and St Margaret Westminster, but a reference in the *International Genealogical Index* to a 'James Wheatlie, christened Allhallows London Wall, September 1591' ultimately proved the most fruitful for present purposes. By great good fortune, both the churchwardens' accounts and parish registers survive intact for the period. What is more, the latter exist in two forms: a bald rehearsal of baptisms, marriages and burials; and a parallel series that provides, in addition to the basic information, a wealth of supplementary detail ranging from the trades of parishioners and their addresses to the illnesses that finally carried them off and their age at the time of death.³⁸ The entry in the minimalist register relating to James Wheatley's baptism in 1591 reads as follows: 'Wheatley: base / Ieames the sonne of Anne wheatly vnlawfully begotten baptized ye xth of September'. In the digressive version, however, the same record appears as: 'Iames, the sonne of Anne wheatlie, the Daughtor of Iames wheatlie Hacknye man, Dwelling in Coxes Alye: was baptized the xth of Septembre 1591 who had for his witnesses, Iames wheatlie his grandfather, And nichollas wheatlye his Cosine, And Ealline Lyde, Richard wittrens his wyues Daughtor'. This entry is particularly significant because it reveals that the child's grandfather was also called James Wheatley and that he was a hackney-man by trade. The *Oxford English Dictionary* defines a hackney as a 'horse of middle size and quality used for ordinary riding' (*n.*, 1), as opposed to a war-horse, a hunter or a draught-horse; a 'hackney-man' is therefore a 'man who keeps hackney horses ... for hire'. Wheatley and his family were no strangers to the parish in 1591, as the following entry relating to the first love-child that Anne had some five years earlier demonstrates: 'Higgins base / Mary Higgins Daughter of Iohn Higgins & Anne Wheatley Baptized ye xxxth of September'. In the more detailed register the equivalent entry is given as:

Marie higgins The daughter of John higgins servant and apprentize with hugh Stanlie Curryar And Anne Wheatlye the daughter of James Wheatlye hacknyeman

servant in the house of the said hugh stanlye, was delyvered of the sayd Marye, in the house of her father James Wheatly dwelling in Coxes Alye: Was baptized the Last day of the month of septembre 1586. And had for the wytnesses James Wheatlye, of this *parrish* And Marye Wardner the wyfe of Anthony Wardner, And marye wheatly, the wyfe of Robart wheatlye They bothe being of the *parrish* of St Gyles *withowt* Creplegate. There is sureties put in to Bryde well for the dischargd of the *parrish* and Cyte of the same Chyld, John Body Curryar: And Thomas Rowbothome marchaunt Tayllour. They bothe being of this *parrish*.³⁹

The person with whom ‘Marlo’ did business in August 1587 was almost certainly James Wheatley of Allhallows London Wall. If more than one person of that name were living in London at the time and hiring out horses for equestrian travel, the coincidence would surely be extraordinary; significantly, a wide-ranging search of contemporary government and parish records at The National Archives and the Guildhall Library, and of their indexed transcriptions (both published and unpublished), has failed to turn up a viable alternative candidate.⁴⁰

To concede that the hackney-man of Allhallows London Wall is the plaintiff in the case of Whetley v. Marlo is one thing; to identify the defendant with the poet-playwright is quite another. The likelihood of their being the same person is greatly enhanced, however, by the fact that the parish in which ‘Marlo’ hired the horse is contiguous to that area of London where Christopher Marlowe is known to have operated — Shoreditch, Norton Folgate, and Bishopsgate; indeed, the parish of Allhallows lay on either side of the latter structure, and the church today is a mere 120 yards from the gate’s former site. The fact that the defendant is not designated as ‘generosus’ on the plea roll might be thought to tell against the ‘Marlo’/Marlowe identification; but it is worth remembering that, at the time of the events described above, the poet-playwright would not have been long settled in London, and his rank in society not yet widely known in the neighbourhood. On leaving university he would have travelled south to London along the Old North Road (part of the current A10), which followed the line of Roman Ermine Street from Royston through Ware, Waltham, Edmonton, Stoke Newington, and Shoreditch. Alternatively, he may have avoided Royston by leaving Cambridge via Fowlmere and Barkway, using the equivalent of today’s B1368 which joins the London road just north of Puckeridge, and thence to Ware.⁴¹ Either way, Marlowe would have approached the city from Shoreditch and Norton Folgate, making Bishopsgate his natural point of entry.⁴²

The residential area of choice for any budding dramatist looking for accommodation in late sixteenth-century London would have been around Bishopsgate because of its relative proximity to the city's theatre district. Shakespeare's first known address in the capital, tellingly, was St Helen's Bishopsgate, and the streets and alleys of this and adjacent parishes were home to a community of actors and writers who lived there to be close to their places of work. Thus in the early 1580s we find the player John Dutton and the actor/playwright Robert Wilson in St Botolph's without Bishopsgate. The actor Richard Darlowe was from the same parish, and the clown Robert Armin was based in neighbouring St Ethelburga's from 1590 to 1598.⁴³ Edward Alleyn, the leading actor of the Lord Admiral's Men who was to create the roles of Tamburlaine, Dr Faustus and the Jew of Malta, was baptized in St Botolph's and still had strong family ties with the area.⁴⁴ Between 1584 and 1590, five children of the actor Thomas Goodale/Goodall were christened or buried at Allhallows London Wall,⁴⁵ the parish in which Peter Street, the carpenter who later built the Globe and Fortune theatres, was then living.⁴⁶ Arthur Golding, whose translation of Ovid's *Metamorphoses* (1565) had such an influence on the next generation of writers, resided in Allhallows until the autumn of 1587, and his presence there may have had added appeal for the young Marlowe, the leading Ovidian poet of his day.⁴⁷ Another attraction may have been Golding's nephew, Edward de Vere, Earl of Oxford — poet, playwright, and promoter of several acting companies, both of men and boys — who from 1580 to 1588 owned a house called Fisher's Folly situated just outside Bishopsgate.⁴⁸ Thomas Watson, probably Marlowe's closest associate, was born in St Helen's Bishopsgate; after university and foreign travel, he returned to the parish in c1581 and later became tutor to the children of Oxford's friend William Cornwallis, who lived in St Botolph's.⁴⁹ By 12 August 1587 Watson was said to be 'late of St Ellenes',⁵⁰ and scholars presume that he and Marlowe had by then moved into shared lodgings in Norton Folgate.

In August 1587 Marlowe would have had several practical reasons for acquiring a horse, many of them connected with the profession he had just entered. London's theatres at the time were almost entirely spread out along the length of the main thoroughfare that ran in a northerly direction from the heart of the city to the suburbs via Bishopsgate, and formed part of the Old North Road along which Marlowe had doubtless travelled on his journey south from Cambridge. Starting at the northern end of London Bridge, this arterial route comprised Gracechurch ('Gracious' or 'Gracions') Street with its two playhouse inns, the Cross Keys and the Bell; after the intersection with

Cornhill and Leadenhall Street, it moved seamlessly into Bishopsgate Street where the Bull (another playhouse inn) was situated; finally, north of London Wall, it passed close to the Curtain and the Theatre in Shoreditch on its way eventually to East Anglia. The distance between the Cross Keys and Norton Folgate was about a mile and a half, and uphill to boot, so a horse would have been considered desirable from a logistical point of view. Moreover, Marlowe must have been aware that that autumn Philip Henslowe planned to open a new theatre, the Rose, which was even further away on the south bank of the Thames. A convenient means of accessing these scattered playing venues would therefore have been imperative for any young and upwardly mobile dramatist.⁵¹

Possession of a mount, then, made the owner more independent, permitting him to travel further and more quickly, and to enlarge his social horizons. In early modern Britain, however, a horse was more than just a mode of transport; it was a metaphorical vehicle that helped place and define human beings in the social structure, proclaiming the rider's affluence and offering opportunities for ostentatious display. Conscious of the 'gentle' condition conferred on him by his university degrees, Marlowe may have aspired to the life-style of London's urban elite, which would have entailed acquiring commodities — such as a horse — that were expressive of an essential social difference between himself and the lower orders. Closely associated with people at the upper end of the socioeconomic scale who laid claim to power of various kinds, horses had long been regarded as status symbols. To possess one was a form of conspicuous consumption that raised the owner's standing in the community, enabling the person on horseback metaphorically, as well as literally, to look down on pedestrians and to project images of wealth and authority from his elevated position in the saddle.⁵² Marlowe, a Canterbury cobbler's son made good, may have been looking for ways to flaunt his new status; acquiring a horse would very publicly have demonstrated to Londoners his exalted social station, attained through six and a half years of study at Cambridge. He may also have had ringing in his ears the words of Vallentine in *Cyuiile and vncyuiile Life*, who opined that a man who is not 'at all times well armed and horsed' is 'unworthy the name of Gentleman'.⁵³ In 1570, Roger Ascham placed 'to ride cumlie' at the head of his list of a gentleman's necessary accomplishments.⁵⁴ Who was to know that Marlowe's steed was merely hired? Appearances were all that mattered; in the words of Master Stephen, Ben Jonson's foolish but fashion-conscious country gentleman: "Slid, a gentleman mun show himself like a gentleman' (*EMI* 1.1.45–6).⁵⁵

If the defendant in *Whetley v. Marlo* was the poet-playwright, then the circumstances surrounding that case may help to explain why he was so financially embarrassed in the spring of 1588 that he needed to borrow from his old college friend. The distinction that the possession of a horse brought to its rider came with a price. Even at a basic level, the ongoing expenses of routine equine maintenance were both substantial and unavoidable. Catering for the creature's dietary needs alone would have depleted Marlowe's purse considerably; in 1562 an official estimate put the cost of feeding a horse in service at five shillings a week.⁵⁶ Apart from foddering and stabling, the animal needed to be shod regularly, and its susceptibility to disease and injury meant that owners had to call upon the services of blacksmiths, farriers and horse leeches — which did not come cheap — to tend to its various needs and ailments. In short, 'cutting a dash' on a gelding may have been a luxury that Marlowe could afford for not much more than a few months.

Marlowe's dispute with the hackney-man may have repercussions beyond the purely biographical, with possible implications for the chronology of his texts. Many scholars believe that most of Marlowe's plays contain elements that can be related to his own life, and that there is something of the author himself discernible in his heroes.⁵⁷ This tendency to elide literary criticism with Marlowe's biography was initiated as early as 1588, when Robert Greene spoke of his theatrical rival as 'daring God out of Heauen with that Atheist *Tamburlan*', thus identifying him with one of his fictionalized characters. The methodology received a further boost in the late nineteenth century in the literary and historical studies of Hippolyte Taine, Edward Dowden, and J.A. Symonds, and was still going strong a hundred years later as evidenced by the claims made by A.L. Rowse and Harold Bloom respectively that 'Marlowe is Faustus' and 'Barabas is Marlowe'.⁵⁸ The idea received perhaps its most pithy formulation in the hands of Paul Kocher, who argued that 'Marlowe really had only one great theme: himself'.⁵⁹ While today most commentators tend to be more circumspect about bracketing biography with art, they nonetheless continue to be drawn irresistibly to the presence of the author within his works. Marlowe himself seems to encourage one to consider the life he lived in relation to the literature he created since, as several critics have noted, the prologue to *Doctor Faustus* reads almost like his *curriculum vitae*. The Faustus of the play's literary source, the so-called *English Faust Book*, already bears a striking yet coincidental resemblance to the dramatist, and the prologue's use of the word 'grace' in connection with the character's university career at Wittenberg — a term, in fact, more appropriate to Marlowe's own education

at Cambridge — invites the audience further to implicate the author in the Faustian figure.⁶⁰ In the words of Patrick Cheney, Marlowe ‘re-imagines his historical figures in terms bearing on his own life: his authorial imagination is intriguingly *auto*-biographical’.⁶¹

Both A- and B-texts of *Doctor Faustus* include a farcical scene in which Faustus dupes a horse-courser by selling him a nag that is later transformed into a bundle of hay when the buyer rides it through water.⁶² The episode, like most of the play’s narrative content, is not Marlowe’s invention but is lifted straight from chapter 34 of his literary source.⁶³ The ‘third and last part’ of that publication contains both an account of Faustus’s numerous ‘mery conceits’ and his ‘fearfull and pitifull ende’. With regard to the play, one should ask oneself why it is that, with so many of the eponymous hero’s comic adventures to choose from, Marlowe should have included this one in his selection.⁶⁴ Did the tale of Faustus and the horse-courser correspond vicariously to some event in the dramatist’s personal experience? Perhaps the impecunious Marlowe did, after all, dispose of Wheatley’s property to a horse-trader or some other ‘third party unknown’. If there is a connection between Marlowe’s difficulties with the hackney-man and the horse-courser episode in this play, then one might reasonably expect him to have written about it when it was fresh in his mind. The dating of *Doctor Faustus* has been the subject of much controversy,⁶⁵ but if the scene did have a contemporary resonance for Marlowe, then this may help to confirm late 1588 or early 1589 as the period of the play’s composition.⁶⁶

The recent archival discoveries discussed above help to fill a gaping void in Marlowe’s biography, covering as they do the period of over two years between his departure from Cambridge in July 1587 and his involvement in Watson’s lethal confrontation with William Bradley in September 1589. They place on a firm documentary footing something that scholars have always suspected but could never quite prove, namely, that Marlowe came down from university in the summer of 1587 and lived close to London’s theatre-land in the city’s north-east suburbs, where *Tamburlaine*, his first success for the public stage, was in production. Yet the new documents do more than merely locate the playwright in time and space. Marlowe’s reputation as a hell-raiser and the *enfant terrible* of Elizabethan theatre has been vehemently denied by some critics and upheld with equal conviction by others. Perhaps his staunchest apologist was A.D. Wraight, whose biographical researches took an optimistic view of the available evidence and promoted an image of the dramatist as a person of good character and generosity of spirit. In her

strongly worded open letter addressed ‘to the Murderer of Marlowe’s Reputation’, written as a response to the first edition of Charles Nicholl’s *The Reckoning*,⁶⁷ she described the playwright as ‘a delightful young man ... who was immensely loyal and forgiving to his friends’.⁶⁸ Despite her pamphlet’s claim to speak ‘for all those to whom historical truth is of concern’, however, there is not the slightest basis for this glowing character reference other than a refusal to believe that an iconic literary figure such as Marlowe could be capable of heterodox opinions and transgressive behaviour. In the light of information contained in the King’s Bench documents — and especially the litigation involving Edward Elvyn — an impartial observer might find Nicholl’s less flattering portrait of the dramatist a more truthful likeness.

Documents and translations

Appendix A: Edward Elvyn v. Christopher Marley

KB 27/1307, rot. ccxxij^v Michaelmas 30–31 Elizabeth I (1588)

londonie

Memorandum quod die Mercurij proximo post Octabas sancti Michaelis isto eodem Termino coram domina Regina apud westmonasterium venit Edwardus Elvyn generosus per Iohannem wightwicke Attornatum suum Et protulit hic in Curia dicte domine Regine tunc ibidem quandam billam suam versus christoferum Marley de londonia generosum in custodia Marrescalli &c de placito debiti Et sunt Plegii de prosequendo scilicet Iohannes Doo & Ricardus Roo que quidem billa sequitur in hec verba londonie Edwardus Elvyn generosus queritur de christofero Marley de londonia generoso in custodia Marrescalli Marescalcie domine Regine coram ipsa Regina existente de placito quod reddat ei decem libras legalis monete Anglie quas ei debet & iniuste detinet pro eo videlicet quod cum predictus christoferus vndecimo die Aprilis Anno regni domine Elizabethæ nunc Regine Anglie Tricesimo apud londoniam videlicet in parochia beate Marie de Arcubus in warda de Chepe londonie per quoddam Scriptum suum obligatorium Sigillo ipsius christoferi sigillatum Curieque dicte domine Regine nunc hic ostensum Cuius data est die & Anno supradictis cognovisset se teneri et firmiter obligari prefato Edwardo in predictis decem libris soluendis eidem Edwardo cum inde requisitus esset Predictus tamen christoferus licet sepius requisitus &c predictas decem libras prefato Edwardo nondum soluit sed illas ei hucusque soluere contradixit Et adhuc contradicit ad dampnum ipsius Edwardi quinque librarum Et inde producit sectam &c

Et *predictus christoferus Marley per willelmum Allen Attornatum suum venit & defendit vim & iniuriam quando &c Et dicit quod ipse de debito predicto virtute scripti obligatorij predicti onerari non debet quia dicit quod scriptum illud non est factum suum Et de hoc ponit se super Patriam Et predictus Edwardus similiter &c Ideo veniat inde Iurata coram domina Regina apud westmonasterium die Iovis proximo post Octabas sancti hillarij Et qui nec &c ad recognoscendum &c Quia tam &c Idem dies datus est partibus predictis ibidem &c*

KB 27/1307, rot. ccxxij^v Michaelmas 1588 [translation]

At London

Be it remembered that on Wednesday next after the Octaves of Michaelmas in this same term there came before the lady queen at Westminster Edward Elvyn, gentleman, by John Wightwicke his attorney, and he brought here in the court of the said lady queen then in the same place a certain bill of his against Christopher Marley of London, gentleman, in the custody of the marshal, etc in a plea of debt. And there are pledges for prosecuting, that is to say, John Doo and Richard Roo. Which bill follows in these words: At London. Edward Elvyn, gentleman, complains of Christopher Marley of London, gentleman, being in the custody of the marshal of the lady queen's Marshalsea of the Queen's Bench, on a plea that he should render to him £10 of legal money of England which he owes him and unlawfully withholds; namely because, although the aforesaid Christopher, on the eleventh day of April in the thirtieth year of the reign of the lady Elizabeth now queen of England (*ie* 1588), at London, namely in the parish of St Mary-le-Bow in the ward of Cheap, London, by a certain obligatory writing of his, sealed with the seal of the said Christopher, dated the abovesaid day and year and here shown to the court of the said lady queen, had acknowledged himself to be held and firmly bound to the aforementioned Edward in the aforesaid £10, to be paid to the same Edward whenever he should be asked. Nevertheless, the aforesaid Christopher, although frequently asked, etc has not yet paid the aforesaid £10 to the aforementioned Edward, but has so far refused to pay them (*ie* the £10) to him and still refuses, to the loss of the selfsame Edward £5. And he produces suit thereof, etc.

And the aforesaid Christopher Marley by William Allen, his attorney, comes and denies force and wrong when etc. And he says that he ought not to be made answerable for the aforesaid debt by virute of the aforesaid obligatory writing, because he says that that writing is not his deed. And of this he

puts himself on the country. And the aforesaid Edward likewise, etc. Therefore let a jury therein come before the lady queen at Westminster on the Thursday next after the Octaves of St Hilary. And who neither etc (*ie*, who neither to the plaintiff nor defendant have any affinity), to make recognition etc (*ie* on their oath whether the defendant is guilty or not), because both etc (*ie* the plaintiff and the defendant have put themselves upon that jury). The same day is given to the aforesaid parties in the same place etc.

Appendix B: James Whetley v. Christopher Marlo

KB 27/1308, part 1, rot. ccclij Hilary 31 Elizabeth I (1589)

londonie

Memorandum quod alias scilicet Termino sancti Michaelis ultimo preterito Coram domina Regina Apud westmonasterium venit Iacobus whetley per franciscum farrer Attornatum suum Et protulit hic in Curia dicte domine Regine tunc ibidem quandam billam suam versus christoferum Marlo in Custodia Marrescalli &⁶⁹ de placito transgressionis super Casum Et sunt Plegii de prosequendo scilicet Iohannes Doo & Ricardus Roo Que quidem billa sequitur in hec verba londonie Iacobus whetley queritur de christofero Marlo in Custodia Marrescalli Marescalcie domine Reine⁷⁰ coram ipsa Regina existente pro eo videlicet quod cum dictus Iacobus primo die Augusti Anno regni domine Elizabethæ nunc Regine Anglie vicesimo nono apud londoniam videlicet in parochia beate Marie de arcubus in warda de Chepe londonia possessionatus fuit de vno spadone Coloris gray vna Cella Anglice on Sadle vna paria de le Storoppes & vno freno ad valenciam sex librarum tresdecem solidorum et quatuor denariorum legalis monete Anglie vt de bonis & Catallis suis proprijs Et sic inde possessionatus existens idem Iacobus postea decimo die predicti Mensis Augusti Anno supradicto Apud londoniam predictam videlicet in parochia et warda predictis bona & Catalla illa extra manus & possessionem sua⁷¹ Casualiter perdidit et amisit que quidem bona & Catalla illa postea scilicet eisdem die & Anno Apud londoniam predictam in parochia & warda predictis ad manus & possessionem predicti christoferi per inventionem devenerunt idem tamen christoferus sciens bona et Catalla predicta fore bona & Catalla ipsius Iacobi propria Ac ad ipsum de iure spectare et pertinere [*sic*] Machinans & fraudulenter intendens ipsum Iacobum de bonis & Catallis illis Callide & subdole decipere & defraudare bona & Catalla illa licet sepius requisitus &c ad vsum suum proprium tunc & ibidem Conuertit & disposuit vnde idem Iacobus dicit quod ipse deterioratus est & dampnum habet ad valenciam viginti librarum Et inde producit sectam &c

Et modo ad hunc diem scilicet diem Iovis proximum post Octabas sancti hillarij isto eodem Termino vsque quem diem predictus christoferus habuit licenciam ad billam predictam interloquendi Et tunc ad respondendum &c Coram domina Regina Apud westmonasterium venit predictus Iacobus per attornatum suum predictum Et predictus Christoferus licet ad eundem diem solempniter exactus non venit nec aliquid dicit in barram sive preclusionem accionis ipsius Iacobi per quod idem Iacobus remanet inde versus eum indefensum &c per quod Consideratum est quod predictus Iacobus dampna sua versus prefatum christoferum occasione premissa recuperare debeat Et quia in Curia dicte domine Regine coram ipsa Regina incognitum est que dampna predictus Iacobus [tam] occasione transgressionis super casum predictae [quam pro misis & custagijs suis per ipsum circa sectam suam in hac parte appositis] sustinuit Ideo preceptum fuit vicecomitibus Ciuitatis londonie predictae quod per sacramentum proborum & legalium hominum de balliua sua diligenter inquirant que dampna predictus Iacobus tam occasione premissorum quam pro misis & custagijs suis per ipsum circa sectam suam in ea parte appositis sustinuit Et Inquisicionem quam inde ceperint domine Regine Apud westmonasterium die Iovis proximo post Crastinum Purificacionis beate Marie sub sigillo &c & sigillis &c constare faciant vna cum breui dicte domine Regine sibi inde directo &c Idem dies datus est prefato Iacobo ibidem &c Ad quem diem coram domina Regina Apud westmonasterium venit predictus Iacobus per Attornatum suum predictum Et Ricardus Saltonstall et Hugo Offley vicecomites Ciuitatis londonie predictae retornauerunt quandam Inquisicionem coram eis Apud Guihaldam Ciuitatis londonie situatam in parochia sancti laurencij in veteri Iudaismo in warda de Chepe eiusdem Ciuitatis quinto die ffebruarij Anno regni dicte domine Regine nunc tricesimo primo captam per quam compertum est quod predictus Iacobus sustinuit dampna occasione transgressionis super casum predictae vltra misericordiam⁷² & custagia sua per ipsum circa sectam suam in ea parte apposita ad sex libras tresdecem solidos & quatuor denarios Et pro misis et custagijs suis ad viginti sex solidos & octo denarios Ideo consideratum est quod predictus Iacobus recuperet versus prefatum christoferum dampna sua predicta per Inquisicionem predictam comperta necnon viginti sex solidos & octo denarios pro misis & custagijs suis per ipsum circa sectam suam in hac parte appositis eidem Iacobo per Curiam dicte domine Regine nunc hic ex assensu suo de incremento adiudicatis Que quidem dampna in toto se attingunt ad novem libras sex solidos & octo denarios Et predictus christoferus in Misericordia &c

KB 27/1308, part 1, rot. ccclij

Hilary 1589 [translation]

At London

Be it remembered that at another time, to wit, in the Michaelmas term last past there came before the lady queen at Westminster James Whetley, by Francis Farrer his attorney, and he brought here in the court of the said lady queen then there a certain bill of his against Christopher Marlo in the custody of the marshal, etc (*ie* of the Marshalsea) in a plea of trespass on the case. And there are pledges for prosecuting, that is to say, John Doo and Richard Roo. Which bill follows in these words: At London. James Whetley complains of Christopher Marlo, being in the custody of the marshal of the lady queen's Marshalsea of the Queen's Bench; namely because, although the said James on the first day of August in the twenty-ninth year of the reign of the lady Elizabeth now queen of England (*ie* 1587), at London, namely in the parish of St Mary-le-Bow in the ward of Cheap, London, was possessed of as of his own goods and chattels a gelding of the colour grey, a saddle, in English 'one Saddle', a pair of stirrups, and a bridle, to the value of £6 13s 4d of legal money of England. And being thus possessed of them, the same James afterwards on the tenth day of the aforesaid month of August in the abovesaid year at London aforesaid, to wit, in the parish and ward aforesaid, accidentally misplaced and lost out of his hands and possession those goods and chattels. Which goods and chattels afterwards, namely that same day and year at London aforesaid, in the parish and ward aforesaid, came into the hands and possession of the aforesaid Christopher by finding; however, the same Christopher, knowing the aforesaid goods and chattels to be the proper goods and chattels of the selfsame James and to belong and pertain to him by right, though often asked etc (*ie* often asked to return them), scheming with deceitful intent subtly and guilefully to deceive and defraud the same James of those goods and chattels, then and there converted and disposed of those goods and chattels to his own use. Whereby the same James says he is the worse and has damage to the value of £20. And he produces suit thereof, etc.

And now on this day, namely the Thursday next after the Octaves of Hilary in this same term, until which day the aforesaid Christopher had leave to imparl to the aforesaid bill and then to answer, etc there came before the lady queen at Westminster the aforesaid James by his aforesaid attorney. And the aforesaid Christopher, although solemnly called, did not come to the same day, nor did he say anything in bar or preclusion of the action of the same James by which the said James remains thereupon undefended against him, etc. Because of this, it is determined that the aforesaid James ought to recover

his damages against the aforementioned Christopher on the aforesaid account. And because the court of the lady queen here in her presence does not know what damages the aforesaid James has sustained on account of the aforesaid trespass on the case, the sheriffs of the city of London aforesaid are therefore commanded diligently to inquire by the oath of twelve upright and law-worthy men of their bailiwick what damages the aforesaid James has sustained, both on account of the foregoing matters and for his costs and charges laid out by him about his suit in that behalf, and to cause the inquisition which they shall have taken to be before the said lady queen at Westminster on the Thursday next after the Morrow of the Purification of the Blessed Mary under their seal, etc and the seals, etc. (*ie* of those by whose oath they shall have taken the inquisition), together with the writ of the said lady queen directed to them therein, etc. The same day is given to the same James in the same place, etc. At which day the aforesaid James comes before the lady queen at Westminster by his aforesaid attorney, and Richard Saltonstall and Hugh Offley, sheriffs of the aforesaid city of London, returned a certain inquisition taken before them at the Guildhall of the city of London situate in the parish of Saint Lawrence in Old Jewry in the ward of Cheap of the same city on 5 February in the thirty-first year of the reign of the said lady now queen (*ie* 1589), by which it was found that the aforesaid James sustained damages of £6 13s 4d on account of the aforesaid trespass on the case, besides his costs and charges laid out by him about his suit in that behalf. And for his costs and charges twenty six shillings and eight pence. Therefore it is determined that the aforesaid James should recover against the aforementioned Christopher his aforesaid damages found by the aforesaid inquisition, and an additional 26s 8d awarded to the same James with his assent by the court of the said lady queen now here for the costs and charges laid out by him about his suit in that behalf. Which damages amount in all to £9 6s 8d. And (be) the aforesaid Christopher in mercy etc.

Notes

This essay has benefited from comments made by Richard Brown (The Open University), David Kathman, and Peter Roberts (Wolfson College, Cambridge).

- 1 J.A. Downie, 'Marlowe: facts and fictions', in J.A. Downie and J. T. Parnell (eds), *Constructing Christopher Marlowe* (Cambridge, 2000), 13.
- 2 Recent scholarly biographies include: Constance Brown Kuriyama, *Christopher Marlowe: A Renaissance Life* (Ithaca and London, 2002); David Riggs, *The World of Chris-*

- topher Marlowe* (London, 2004); and Park Honan, *Christopher Marlowe: Poet and Spy* (Oxford, 2005).
- 3 The date of matriculation is misprinted as '1597–80' in J. and J.A. Venn, *Alumni Cantabrigienses: Part I, to 1751*, 4 vols (Cambridge, 1922–27), 2: 102. C.H. and T. Cooper, *Athenae Cantabrigienses, 1500–1611*, 3 vols (Cambridge, 1858, 1861, 1913), 2: 528, correctly specify 15 March 1579–80.
 - 4 See the illustration in Frederick S. Boas, *Christopher Marlowe: a biographical and critical study* (Oxford, 1940), opposite 10.
 - 5 See plate ix in John H. Ingram, *Christopher Marlowe and His Associates* (London, 1904), a book long since superseded, but still useful for its illustrative matter.
 - 6 London, British Library, Lansdowne MS 33, f 85; the relevant part of the list is reproduced in A.D. Wraight and Virginia F. Stern, *In Search of Christopher Marlowe* (London, 1965; rpt Chichester, 1993), 60.
 - 7 John Venn (ed.), *Cambridge University Grace Book Δ* (Cambridge, 1910), 373–5; Ingram, *Christopher Marlowe*, plate xv.
 - 8 Venn, *Grace Book Δ*, 409–11; Ingram, *Christopher Marlowe*, plate xvi; Wraight and Stern, *In Search of Christopher Marlowe*, unnumbered illustration on 87.
 - 9 The National Archives (henceforth NA): KB 27/1307, rot. ccxxij^v; for a transcription and translation of this document, see Appendix A.
 - 10 William Harrison, *The Description of England*, Georges Edelen (ed.) (New York and Washington, 1994), 113–14. Using remarkably similar language, Sir Thomas Smith makes the same point, though more sardonically: 'For whosoever studieth the lawes of the realme, who studieth in the universities, who professeth liberall sciences, and to be shorte, who can live idly and without manuell labour, and will beare the port, charge and countenance of a gentleman, he shall be called master, for that is the title which men give to esquires and other gentlemen, and shall be taken for a gentleman.' *De Republica Anglorum*, Mary Dewar (ed.) (Cambridge, 1982), 72.
 - 11 NA: KB 152/3/31/1/1: bill no. 166.
 - 12 £10 then would have had the same purchasing power as about £1250 in today's money; see <<http://www.nationalarchives.gov.uk/currency/results.asp>>.
 - 13 The surname of Marlowe's attorney, Allen, though of course a common one, raises the intriguing possibility that he was related to Edward Alleyn, the actor who created many of the dramatist's title-roles; so far, however, it has not been possible to establish a firm connection.
 - 14 'In the ancient universities, an officer (one of two) who fixed the rents of students' lodgings. At Cambridge, where the "Taxors" also regulated the prices of commodities, kept the standard of weights and measures, and punished those who offended

- in these matters, the office and title (taxor) continued into the 19th c' (*OED* taxor, 1b).
- 15 See page 18.
 - 16 William Munk, *The Roll of the Royal College of Physicians of London*, 3 vols (London, 1878), 1: 1518–1700, 122; Venn, *Alumni*, 2: 102.
 - 17 *Historical Manuscripts Commission [HMC], 9: Calendar of Manuscripts ... at Hatfield House*, xvii (London, 1938), 324. Elsewhere in the letter the writer describes Elvyn as 'a very kind and honest man'.
 - 18 NA: SO 3/3.
 - 19 NA: C 66/1665. Marbeck had died at the beginning of July; see *Oxford Dictionary of National Biography*, (Oxford, 2004) [henceforth *ODNB*].
 - 20 20 London, British Library, ms Add. 8126.
 - 21 This could be either Richard or Christopher Walpole, who were both in Valladolid at the time; see *ODNB*, s.v. Walpole, Richard.
 - 22 Presumably Cecil's *An answeare to certaine scandalous Papers, Scattered abroad under colour of a Catholicke Admonition* (London, 1606; STC: 4895).
 - 23 '[F]ortitude' in the manuscript, but probably a copyist's error.
 - 24 This is Elvyn's step-son, George, who is mentioned in his will; see below.
 - 25 London, British Library, ms Cotton, Vespasian C ix, ff. 325–9v; the above extracts are taken from ff. 325v–7v.
 - 26 *HMC 9: Calendar of Manuscripts ... at Hatfield House*, xxiv: Addenda 1605–68 (London, 1976), 29–30.
 - 27 *Calendar of State Papers; Domestic Series: James I, 1603–1625*, 4 vols (London, 1857–9), 1: 463, which refers to the docquet book NA: SP38/9, under date 22 October 1608.
 - 28 NA: Prerogative Court of Canterbury (henceforth PCC) Wills: PROB 11/112.
 - 29 He received his LLD from Trinity Hall in 1596 and became Commissary to the Bishop of Norwich; see Venn, *Alumni*, 1: 259. His will, dated 9 December 1623, is NA: PCC: PROB 11/142.
 - 30 NA: REQ 2/165/66 and REQ 2/90/40; the latter set of documents contains information relating to Elvyn's family circle and his wife's previous marriages.
 - 31 This is almost certainly the Richard Trevor who matriculated from Queen's College, Cambridge, in the Easter term of 1577 and who took his LLD from Trinity Hall in 1591; for further details, see Venn, *Alumni*, 4: 264, and P.W. Hasler (ed.), *The History of Parliament: The House of Commons 1558–1603*, 3 vols (London, 1981), 3: 529–30.
 - 32 See Donald S. Pady, 'A London Medical Satire of 1607', *Journal of the History of Medicine and Allied Sciences*, 33/3 (July 1978), 413.

- 33 City of Westminster Archives Centre (henceforth CWAC), St Clement Danes Registers 1558–1639: STC/PR/7/1.
- 34 CWAC, St Clement Danes Surveyors' Accounts 1581–1621: B1 (microfilm 175).
- 35 At this point one should perhaps address the unlikely possibility that our 'Christopher Marley' is the 'Christopher Morley' who matriculated from Trinity, Cambridge, at Michaelmas 1578, proceeded MA in 1586, and subsequently held a college fellowship until his death in 1596. His family apparently came from Norwich, and he may have been a brother of the composer Thomas Morley; another brother, Henry, who also attended Trinity, was later a fellow of Corpus, but from 1589–98. Christopher Morley had no known connection with either Elvyn or London in 1588; see Venn, *Alumni*, 3: 213, and Sukanta Chaudhuri, 'Marlowe, Madrigals, and a New Elizabethan Poet', *Review of English Studies*, ns 39, no. 154 (1988), 214–15.
- 36 NA: KB 27/1308, part 1, rot. ccclij; see Appendix B, where the case is transcribed and translated.
- 37 John Baker, *An Introduction to English Legal History*, 3rd ed. (London, 1990), 231.
- 38 Respectively London, Guildhall Library, mss 5083 and 5084.
- 39 Other references to the Wheatley family among the records of Allhallows London Wall include: 'Thamazine wheatlye, the wyfe of Iames wheatlye hacknye man, being of the age of [blank] yeares, was buried the xvj day of June 1591'. The right-hand page of the same opening indicates that the most recent addition to the family, James junior, did not survive long: 'James the sonne of Anne wheatlie, the Daughter of Iames wheatlie Hacknye man Dwelling in Coxes Alie, was buried the xvijth Day of februarie 1591 [ie 1592] being about the age of vj monthes'.
- 40 See the various parish registers published by the Harleian Society, et al.; also such typescript and manuscript lists as Boyd's *Marriage Index*, *London Burials* and *London Citizens*. A Robert Wheatley is listed in the 1582 subsidy rolls as a hackney-man dwelling in St Stephen Colman Street; see R. G. Lang (ed.), *Two Tudor Assessment Rolls for the City of London: 1541 and 1582*, London Record Society 29 (1993), 195. He is the same Robert Wheatley mentioned above in connection with the baptism of Mary Higgins in 1586, and was clearly a relative of James. Nicholas Wheatley, who appears in the entry relating to James junior's baptism in 1591, is also described as 'Hackneyman' in the record of his burial at Allhallows on 12 March 1607.
- 41 This was the way recommended by Harrison, *Description of England*, 403. For minor variations on this itinerary, see Lena Cowen Orlin (ed.), *Material London, ca. 1600* (Philadelphia, 2000), illustrations 1.1 and 1.2.
- 42 John Taylor, the 'Water Poet', tells us in *The Carriers Cosmographie* (1637) that 'The Waggons or Coaches from Cambridge, doe come every Thursday and Friday to the blacke Bull in Bishopsgate street' (sig B^v). The day on which 'Marlo' hired the horse

- from Wheatley (10 August 1587) was a Thursday; see C.R. Cheney (ed.), *A Handbook of Dates*, M. Jones (rev) (Cambridge, 2000), 206–7.
- 43 See St Ethelburga churchwardens' accounts, 1569–1681 (Guildhall Library, ms 4241/1).
- 44 *ODNB*, s.v. Alleyn, Edward.
- 45 Mark Eccles, 'Elizabethan Actors II: E-J', *Notes and Queries* 38 (December 1991), 454–61.
- 46 E.B. Jupp and R. Hovenden, *The Registers ... of Allhallows London Wall* (London, 1878), 15, 18–20, 108.
- 47 See Allhallows London Wall churchwardens' accounts, 1566–1681 (Guildhall Library, ms 5090/2).
- 48 Alan H. Nelson, *Monstrous Adversary: The Life of Edward de Vere, 17th Earl of Oxford* (Liverpool, 2003), 193, 229–31.
- 49 William Cornwallis was the older brother of Charles, the future ambassador to Spain, who wrote so damningly of Edward Elvyn. It may be a coincidence that Sir Francis Walsingham, into whose service it is thought Marlowe and Watson were later recruited as spies, had rooms in the Papey (Allhallows London Wall) until the early 1580s; see C.L. Kingsford (ed.), *A Survey of London by John Stow*, 2 vols (Oxford, 1908), 2: 146.
- 50 Mark Eccles, *Christopher Marlowe in London* (Cambridge MA, 1934), 146.
- 51 The inns that actors and writers frequented naturally catered first and foremost to the travelling public, and innkeepers easily developed an interest in horses. This was formally recognized in 1515 when the London Company of Innholders incorporated the medieval craft of horse-courers; see Peter Edwards, *The Horse Trade of Tudor and Stuart England* (Cambridge, 1988), 98.
- 52 See Peter Edwards, *Horse and Man in Early Modern England* (London, 2007), ch. 2 (17–34).
- 53 Anon., (London, 1579; STC: 15589), sig Miii.
- 54 *The Scholemaster* (London, 1570; STC: 832), f 19v.
- 55 *Every Man in his Humour* in *The Complete Plays of Ben Jonson*, G.A. Wilkes (ed.), 4 vols (Oxford, 1981–2), 1:185.
- 56 Joan Thirsk, *Horses in Early Modern England; for Service, for Pleasure, for Power* (Reading, 1978), 7; see also K. Raber and T. Tucker (eds), *The Culture of the Horse: Status, Discipline, and Identity in the Early Modern World* (Basingstoke, 2005), 6–7.
- 57 For a collection of essays that emphatically rejects this thesis, see Downie and Parnell (eds), *Constructing Christopher Marlowe*; a later study in much the same vein is Lukas Erne, 'Biography, Mythography, and Criticism: The Life and Works of Christopher Marlowe', *Modern Philology* 103 (2005), 28–50.

- 58 A.L. Rowse, *Christopher Marlowe: A Biography* (London, 1964), 150, and Harold Bloom (ed.), *Christopher Marlowe* (New York, 1986), 2; see also Stephen Greenblatt, *Renaissance Self-Fashioning from More to Shakespeare* (Chicago and London, 1980), 193–221, and *Will in the World: How Shakespeare Became Shakespeare* (London, 2004), 192.
- 59 Paul H. Kocher, ‘Christopher Marlowe, Individualist’, *University of Toronto Quarterly* 17 (1947–48), 115.
- 60 See Roma Gill’s discussion of the A-text’s play on the word in *The Complete Works of Christopher Marlowe*, 5 vols (Oxford, 1987–91), 2: 50–1.
- 61 ‘Biographical Representations: Marlowe’s Life of the Author’, in Takashi Kozuka and J.R. Mulryne (eds), *Shakespeare, Marlowe, Jonson: New Directions in Biography* (Aldershot, 2006), 184.
- 62 David Bevington and Eric Rasmussen (eds), *Christopher Marlowe: Doctor Faustus and Other Plays* (Oxford, 1995), 171–3 (A-Text, 4.1) and 229–31 (B-Text, 4.4 and 4.5).
- 63 *The Damnable Life and Deserved Death of Doctor John Faustus* [London, 1592], *The English Experience* 173 (Amsterdam and New York, 1969), 56; John Henry Jones (ed.), *The English Faust Book: A critical edition based on the text of 1592* (Cambridge, 1994), 153–4.
- 64 The B-text also includes the tale of Faustus eating a load of hay (chapter 35) and dramatizes the scene in which he strikes the revellers dumb (chapter 37).
- 65 Lisa Hopkins reviews the arguments for and against a date early in the author’s canon in her *Christopher Marlowe: A Literary Life* (Basingstoke, 2000), 14–19.
- 66 Vivien Thomas and William Tydeman (eds), *Christopher Marlowe: The plays and their sources* (London and New York, 1994), 172.
- 67 *The Reckoning: The Murder of Christopher Marlowe* (London, 1992; rev ed., 2002).
- 68 *The Real Christopher Marlowe* (Chichester, 1992), 24.
- 69 &: *for* &c
- 70 Reine: *for* Regine
- 71 manus ... sua: *for* manus ... suas
- 72 *misericiordiam*: *for* misas (?)