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Theatrical Citings and Bitings: Some References to Playhouses and Players in London Consistory Court Depositions, 1586–1611¹

The most often cited London Consistory Court record in relation to early modern London theatre history is the record of the playgoing of Marion Frith, or Moll Cutpurse.² Among other references cited, Leslie Hotson refers to a deposition from this court that identifies a playhouse employee, William Strange, who, when testifying in a suit, recorded his occupation as one who 'attendeth the King's players at their plays, and goeth abroad of arrants'.³ In addition, Laura Gowing cites Joan Hewes, a gatherer at the Red Bull, from a deposition in a defamation suit brought in 1618.⁴ Gowing, when identifying the kinds of work women did in public, also refers to a defamation suit brought by another gatherer, Mary Phillipps, while Mark Eccles cites Thomas Greene's testimony from this case in his *Notes and Queries* series on actors.⁵ Yet the London Consistory Court depositions from 1586–1611 contain still more information about players and playgoers – information, as far as I have been able to determine, that has not yet appeared in print.⁶ These depositions in particular further confirm our understanding of contemporary attitudes towards women's playgoing, contribute to our knowledge of the duke of York's (Prince Charles') company, and provide extremely illuminating information concerning John Newton, both as a player and sharer in the duke of York's company and as the plaintiff in a matrimonial enforcement suit full of suspicious circumstances which suggest that the marriage contract was a confidence game.⁷

Before turning to the specific contents of these records, I would first like to consider the importance of the London Consistory Court depositions in general as a source of information for early modern theatre. In early modern England, the London Consistory Court – as an ecclesiastical court – adjudicated a wide variety of cases: church discipline, defamation, matrimony, testament, and tithe cases. While the jurisdiction of this ecclesiastical court does not appear to be related directly to early modern playing, the specific kind of ecclesiastical court and the kinds of documents that have survived combine

to make it particularly informative. In terms of the ecclesiastical court system, the consistory courts are particularly valuable for insight into Elizabethan and Jacobean culture; as Martin Ingram points out, 'the most important forum was the bishop's consistory court ... [I]t formed the hub of diocesan administration and justice for early modern London'.⁸ More than half of the witnesses, for example, in the surviving, accessible documents of the period 1586–1611 came from metropolitan parishes. This consistory court handled cases from a wide range of social classes as well. Moreover, unlike those from the archdeaconry courts and the Court of Arches, the depositions from this court are the most complete from London for the sixteenth and seventeenth centuries.

The kinds of records from this vital, active court contain information concerning early modern London theatre history. The act books, which set out procedures, contain some information concerning playing, without provocative details. For example, in a London Consistory Court Office Act Book for October 1610–November 1611, a player, Philip Rossiter, was 'presented for that he p̄emptorily affirmed in most vile spitefull speaches that a man might learne more good att one of their plaies or interludes then at twenty of *our* Rogishe sermons'.⁹ In a 20 May 1602 entry in an Office Act Book from the same court, John Spencer from Westham was 'Presented for teachinge his schollers playes & theatricall matters'.¹⁰ The deposition books (*Liber examinationum*), however, which record the testimony of plaintiffs, defendants, and witnesses to cases, are particularly rich sources of information about daily life, both for their full detail on matters at issue and for information in them given incidentally, and offer more information about women's playgoing and players.¹¹

The depositions, then, are legal records, which are meant to record what happened. The depositions are apparently verbatim transcriptions of responses by the witness to a series of questions, which were asked and answered in private without the presence of the litigants or proctors. The beginning of each deposition contains a brief biography of the witness. These biographies in particular are important in determining credibility since, while witnesses were not necessarily fully truthful about themselves, they had an interest in being perceived as such. The deposition books are not organized in terms of the litigants or the cause of a case but are, for the most part, chronologically arranged according to the date on which the deposition was repeated before the judge, who was a university-trained doctor of law. It is important to remember that these depositions represent the testimony as recorded by an intermediary, the court clerk, so that we cannot claim that these records represent the actual voices of the witnesses. Likewise, it is impossible to discern

whether the witnesses in these suits are accurate, think they are accurate, or manipulate the evidence to affect the outcome of the case.

These rich depositions, nonetheless, with their references to players and playgoers, further confirm our understanding of contemporary attitudes concerning women's playgoing.¹² In an interrogatory repeated on 15 November 1610, for instance, an insult to a woman is intensified by connecting it to a player. After Anne Sawnders called Agnes Mewes 'Bosse and drunkerd & sayd she kept bad company', Agnes in turn called Anne 'Plaiers punck'.¹³ In addition, the depositions further document the moral stigma on a woman who attends the theatre. In a deposition given on 3 January 1609/10 from a defamation case, a witness testified just how inappropriate the lord chief justice thought it was for a woman to attend a playhouse without her husband. Richard Dixon, a baker and also a serjeant from St Sepulchre Newgate, aged 36, explained what had happened:

this deponent being *comming* out of Thames streate *articulate* vp love lane [^]in St Mary hell *parishe articulate*¹ toward the *articulate* William Thurrowkettles howse vpon a sonday at night late in the evening & the *articulate* William Thorowkettle Henry Davy and Andrewe Hawes and an other whose name he now remembereth not being gone vp the lane before this deponent they met with the *articulate* [ff] Mr ffrancis Curle & mres Watton & some of the company as it semed in the darke stumbled [^]on¹ or iusseled mres Watton & therevpon mres watton sayd they were base fellowes in *yat* they would not suffer her to go quietly in the streate, [^]or vsed¹ suche like wordes¹ and mr Curle hearing her saye so turned backe and spake to them & bad language was given on bothe sydes [^]wherevpon mr Curle being in a great fury drewe his rapier & ran at them¹⁴

In his testimony repeated on 13 November 1609 Hawes, a fishmonger, aged 32 or 33, who was one of the group, reported that 'when Mr Curle ran at them with his rapier as *aforesaid* the sayd Dixon being an officer as *aforesaid* got holde of Mr Curle & tooke his rapier from him & kept it to the Shrefifes vse to whome it was deliuered the same night wherevpon the sayd [mr] Curle [^]for taking away his rapier¹ had them all the next day before Sir Iohn Watte'.¹⁵ The matter did not stop here for Curle sued Thorowkettle, Davy, Dixon, and Hawes for taking away his rapier, first in Common Pleas, 'where he let his accon fall' and then in the King's Bench 'where it still dependeth'. According to Hawes, 'by reason of the suite depending [before t] in the kinges benche in this cause being argued or spoken in speaches before the Lord chiefe Iustice of England [^]besides their being together in love lane as *aforesaid*¹ it was Iustified before the Lord chiefe Iustice that the sayd Mr Curle

& mres Watton had byn seene together at playes or at a playe wherevppon the Lord chiefe Iustice wished Mr Watton to looke better to his wiffe'.¹⁶ Based on Hawes' account, it was Mrs Watton's playgoing which motivated the lord chief justice to advise Master Watton 'to looke better to his wife', thus supporting further the contemporary belief that playhouses were places of sexual assignation or, as Stephen Gosson put it, a 'Market of bawdrie'.¹⁷ Andrew Gurr comments on how widespread a belief this was: 'the assumption that female playgoers were motivated by sex, whether for pleasure or money, remained a male prejudice throughout the period'.¹⁸ The lord chief justice's sentiments are in keeping with the anonymous author of *The Actor's Remonstrance* (1643) who maintains that for a woman to go 'lawfully' to a playhouse she is to be attended by her husband or near allies.¹⁹

The depositions provide illuminating information about the duke of York's (Prince Charles') company and John Newton, player and sharer in that company.²⁰ The extant testimony from a lawsuit in which Newton sued Joan Waters for matrimonial enforcement in the London Consistory Court includes the depositions from five witnesses and the personal responses from the plaintiff and defendant.²¹ Two witnesses were deposed on Newton's behalf (William Addison and George Ireland) and three on Water's behalf (Thomas Hackleton, Elizabeth Hattrell, and William Duke). Newton here tried to establish a valid contract of marriage, which would force the defendant to solemnize their vows and result in cohabitation. It is not unusual that Newton would sue Waters for the enforcement of a marital contract in this court, since ecclesiastical courts had wide jurisdiction concerning matrimonial matters: 'They adjudicated', as Ingram outlines, 'disputes over marriage contracts, issued marriage licences, heard petitions for separation and annulment, and brought prosecutions for irregular marriage, unlawful separation and similar offences'.²² Civil courts, on the other hand, usually litigated marriage suits in terms of remuneration for economic damages.

All five witnesses and Newton himself identified him as a player, while two of the witnesses and the plaintiff pointed out the specific company to which he belonged. William Addison, a yeoman, aged 30, testified 'that the sayd Iohn Newton is by his trade & course of lyfe a plaier & of the company of the Dukes plaiers',²³ and in his own personal response Newton testified that 'he this respondent is one of the duke of yorkes sworne seruantes and a player'.²⁴ In terms of playing, the testimony of four of the five witnesses provides information on when the duke of York's (Prince Charles') company was at the Boar's Head and Curtain playhouses, testimony that contributes to our understanding of where both Newton and the duke of York's company played.

Much speculation exists about the exact playing houses used by the duke of York's company before 1615. According to John Tucker Murray, the duke of York's company's

first London playing-place seems to have been in Whitechapel, for in the summer of 1608 the Chamberlain of Leicester entered the following payment in his account book:—

“Itm given to the Princes players of White Chapple, London..... xx s.”

...There was no known theatre in Whitechapel at this time, so in all probability the reference is to some Inn yard, which Prince Charles's men used till they moved into the Curtain, in the liberty of Halliwell, Shoreditch, most likely about Dec., 1609, or early in 1610.²⁵

E.K. Chambers believes, ‘During 1608–9 the company was also at Bath, and it is at least possible that it was “the Princes players of the White Chapple London” rewarded at Leicester in 1608. The Boar’s Head (q.v.) may have been roughly spoken of as in Whitechapel, and although there is no proof that the Duke of York’s men occupied it after the Queen’s moved to the Red Bull, there is nothing to connect them during the earlier years of their career with any of the better-known London houses’.²⁶ Gerald Eades Bentley maintains, ‘The wording of the reference to the Prince’s men at Leicester in 1608–9 suggests that [the Boar’s Head] was used for a time by the Duke of York’s (Prince Charles’s) company. This troupe might have played there a good deal, for no regular theatre for them is known until they were attached to the Hope in 1615’.²⁷ Herbert Berry also comments on the lack of evidence to connect this company with a London playhouse before 1615: ‘Although they made extensive tours of the provinces, Prince Charles’s men must have played often to ordinary audiences in London, at least during the five seasons from 1610 to 1615–16 when they were to play at court, but no playhouse in London is associated with them until the leases were running out at the Boar’s Head in 1615’.²⁸

The London Consistory Court depositions from 1586–1611 inform this discussion. Four depositions given before 1615 (17 February 1610/11, 7 June 1611, and 14 June 1611) identify the Boar’s Head and Curtain playhouses as those of the duke of York’s (Prince Charles’s) company. George Ireland, aged 22, a gentleman from Gray’s Inn, for instance, identified Newton as ‘a plaier at the Boreshead without Aldgate of the duke of yorckes Company’,²⁹ and William Duke, a haberdasher, aged over 27, dwelling in St Sepulchre parish, reported that Newton is ‘one of the company of ye players yat vse to play their

partes on the stage at the Curtein & the bores head without Algate [(.)] in the suburbes of London & for suche a one commonly knowne accompted and taken'.³⁰ The Curtain was cited in two other depositions as the playhouse in which Newton played. Elizabeth Hattrell, a domestic serving girl of Waters, aged 19 or 20, testified that Newton 'is a player at one of the common play howses & so [ac]comonly accompted of & she this deponent in Whitesone holydayes last past was present at ye Curten in hallowell & sawe the sayd Newton publiquely vppon the stage there playe a parte in a [the] playe there'.³¹

In addition, these depositions yield information about Newton's economic earnings as a player and sharer. Concerning the economic value of shares, Bentley comments, 'It would be interesting and useful to know how much a share might be expected to produce in the course of a year. Until the last decade of the period, however, the evidence is too scattered, too contradictory, and too inferential to allow any sound generalizations for all companies'.³² While we do not, unfortunately, learn what a share could earn in a year, witnesses deposed on the amount Newton's daily share could be at the Boar's Head Theatre. Ireland, who connects Newton with the Boar's Head Theatre, testified 'yat he hath heard him the said Newton say yat he can gette for his share some 5 s. a day sometimes'.³³ Other witnesses comment on Newton's financial situation in their testimony; for example, Addison testified 'that he heard the sayd Iohn Newton saye in the presence of the said Ioane yat [sh] he was nothing worthe & that as he had nothing so she ought little or nothing'.³⁴ According to Duke, Thomas Hackleton, and Hattrell, Ireland's account of Newton indicated that he was in much better financial circumstances: all three witnesses report that Ireland told Waters that 'if she were married to the sayd Newton he the sayd Newton wold bring her in wekely and euery weke after xx s. a weke for her maintenance ... & Newton him selfe did offer to make her a ioynture of an Inne in Burntwood yf she would become his wife'.³⁵

More important, perhaps, is the amount of personal information that these depositions reveal about Newton. Ireland recounted that he was present at a conference that Duke had with Waters, and

Ad .1. *articulum* adicionalium predictorum ... he further saith yat he hath bin at 2 or 3 times besides present with [her] ^ [him] the said duke & waters when he hath heard the said duke move & sollicite the said Waters as afore, and shee did like well of his said motion & desired yat shee might see & speake with him the said Newton or wordes to that effect *aliter* nescit

Ad 2 *articulum* deponit et dicit yat in one of the moneths aforesaid and [as] he nowe remembreth about a fortnight after Michaelmas last past tharticulate Iohn

Newton and Ioane Waters by meanes of the said duke as this *deponent* taketh [^]it¹ mette together at the signe of the Crowne and goate in ¹west¹ Smithfeild London being a taverne, whither [af] this *deponent* Came into their Company hearing *yat* they then ¹were¹ there, for *yat* he was well acquainted with the said *parties* where he saith he sawe the said Ioane Waters & Iohn Newton together in verye loving & extraordinary kinde manner, [mak] making love & showing great kindenes ech to other by drincking one to another & kissing & embracing together very lovinglye [in so] & he verily beleueeth *yat* the said Waters was then very much affected to him the said Newton in the way of marriage for *yat* shee the said Waters did then with her lips sucke his the said Newtons necke in a manner of kindenes whereby shee made 3 red spottes arise whervpon the said Newton asking her what shee ment by it shee answering said *yat* shee had marcked him for her owne. And after much kindenes & Confererence then & there passed betwixt them shee the said Waters requested him the said Newton to goe home with her saying *yat* he shold be very welcome, *which* this *deponent* thincketh he did *aliter* nescit for *yat* he this *deponent* then lefte their Company, then being present in their Company at the said taverne William duke, and the said Newtons sister & [be] besides the *parties* in sute and this *deponent*./

...

Ad 4 *articulum* deponit et dicit *yat* vpon the same day *yat* the said meeting was at the signe of the Crowne and goat aforesaid vt supra *deposuit* & ¹after that said meeting¹ they the said Newton & Waters about the evening of the said day mette againe together at the said taverne where the said Waters & Newton did showe great love & kindenes ech to other by kissing & kinde wordes ech to other, and saith *yat* after sometime there spent they the said Newton & Waters together with this *deponent* & Gregory Saunders went to the said Waters house where they were kindly entertained especially the said Newton by the said Ioane Waters, soe *yat* the said Sanders seeing their kinde behaviou^r ech to other said to them in these wordes or the like in effect viz. Leave your kissing, and if you will accept one of another as man & wife then ioyn^e handes, *which* they seemed to be willing vnto & [gave their handes tog] then he the said Sanders tooke both theirs the said Newton & Waters handes & ioyned them together and said Thus I make you man & wife, and they seemed both to like well therof & thervpon kissed ech other, then [^]& there¹ being presente the said *parties* in sute this *deponent* & the said Sanders *aliter* nescit deponere vt dicit./

Ad 5 *articulum* deponit et dicit, *yat* [about some 2 or] within one two or 3 daies after the foresaid meeting by him last mencioned they that *articulate* Newton & Waters mette together againe at the signe of the Queenes head *articulate*, and after much speech & Conference then between them had in the way of marriage at the last that *articulate* Newton did desire this *deponent* to make & drawe the forme of a Contract of marriage between him & the said Waters in writing *which* he this

deponent having had some foreknowledge of their 'said' meeting & intent had drawne & provided afore, & thervpon this deponent drewe out 2 papers in one wherof was written these wordes viz. I Iohn take the Ioane to my wedded wife &c. verbatim as in the [article is sette downe] wordes of *mattimony* in the booke of Common prayers is sette dowe & in the other paper were written these wordes for the woman viz. I Ione take the Iohn to my wedded husband &c as in the said booke of Common praier out of *which* this deponent had wrot[h]e the wordes verbatim is sette downe, & then he this deponent *deliuered* thone paper for the man to him the said Newton who after he had read the same did subscribe it with his owne hand & the other paper wherin was written I Ione [(.)] &c. he Read over & also his Contest *William Addison* did read it over to the said Waters as the wordes were therin sette downe, [war] he warning her to take heed what shee did & to Consider well before shee sette her hand to the said I writing for it was a contract *which* was not for a day or a moneth but for terme of life and shee answered shee knewe what shee did for it was but by Confirmacion of that shee had done before & thervpon sette her marcke vnder the writing [of] of the said Contract vpon the said paper for her parte, & then he [the said Newton] this deponent taking both those said papers *deliuered* the paper subscribed with his the said Newtons hand to her the said Waters & that subscribed with her hand to him the said Newton *which* they gladly received and thervpon kissed ech other, then & there being present besides the *said parties* in sute & this deponent his precontest *William Addison aliter nescit*

...

Ad 7 deponit *yat* after the *premisses* as afore & about a weeke thereafter this deponent being againe together with the said Newton & Waters at her foresaid house, they having then speech [of] about marriage to be solemnized berwixt them did both intreat this deponent to procure a license for the solemnizacion of their said marriage [& willed him to] ^ and did¹ appoynt the place for their said marriage to be at Burntwood in Essex *aliter nescit*

Ad 8 *respondet yat* after the *premisses* this deponent divers times resorting to the said Waters said house hath 'once or' twice [in the morning] '[twice]'¹ found the said Newton in her chamber lying vpon her bed & familiar wth her shee being then in her naked bed [*aliter nescit*] & noe body els there but [they] ^ [them] two, *aliter nescit*.³⁶

Ireland's deposition in particular is revealing, not only for the personal information it provides about Newton but also for the way in which it shows that the contract took place. In the extant London Consistory Court depositions for 1586–1611 it is very unusual to have a written contract. The manner in which, according to Ireland's testimony, Waters demonstrated her good will

to Newton is extraordinary not only in the depositions but also in contemporary literary texts as well. That is, to give Newton '3 red spotted' or love bites in order to 'marck him for her owne', she literally and symbolically marked his body as her territory, as her property. Peter Stallybrass comments on the long and widespread belief of considering the female body as property: 'The conceptualization of woman as land or possession has, of course, a long history ... In early modern England, "woman" was articulated as property not only in legal discourse ... but also in economic and political discourse'.³⁷ Waters here reversed this ideology, since she enclosed or put a boundary on Newton's body as her property while she unenclosed her own. One can apply Stallybrass' observation on the female 'gaping mouth' to this case to see that through Waters' open mouth she 'negates all those boundaries without which property could not be constituted'.³⁸ Unfortunately, none of the other witnesses corroborate Ireland's account of how Joan 'marcked' John. According to Ireland, this 'sucking' occurred at a meeting at which Duke, Newton's sister, Newton, Waters, and himself were present. Duke, Newton, and Waters do not mention this incident in their depositions and the testimony of Newton's sister – as far as I have been able to determine – has not survived. The accuracy of Ireland's account is then impossible to determine; however, the unusual particularity with which he describes the contracting can be seen to strongly suggest that he gave an accurate account of events. It is also significant that such details could be told in the expectation that they would be believed.

Ireland's deposition is also interesting in that he interpreted Waters' pregnancy as evidence of her good will. His testimony first suggests the threat her position as a pregnant widow poses to the social order of early modern England. Ireland reported that his acts to 'sollicite the said Ioane in honest sorte to take likyng of the said Newton in the way of marriage [^][to¹] which shee at first and before their said meeting at the queenes head as afore [refused] said shee wold not marry with any till shee was *delivered* of the childe shee then went with being her late husbandes [^][Childe¹] deceased for avoyding scandall'.³⁹ By not wanting to marry until after the child is born in order to 'avoyd scandall', she maintains her reputation as the obedient chaste wife of her former husband. However, we may observe that she simultaneously protects her autonomy since she controls her own means in her own interest. She could be seen, then, to disrupt patriarchal control since she would be creating a family without a male head. Barbara Todd explains the threat of an ungoverned woman to the theoretical order: 'English patriarchal society required that, like the state, the household should be headed by a man. The woman heading her own household contradicted the patriarchal theory'.⁴⁰ Yet Ireland's

testimony contains Waters' implicit challenge to the social order since Ireland reported that during and after the meeting at the Queen's Head tavern 'shee seemed to be very willing to marry with him the said Newton & desired this deponent to gette a license for her'.⁴¹ Thus, he cited her desire to marry while pregnant – a desire that can be seen to suggest her willingness to accept her place in the patriarchal order – as evidence of her good will.

The plaintiff and defendant themselves told differing stories, Waters focusing on deception and Newton on intention. In her personal response given on 17 April 1611, Waters admitted she drank and spoke with Newton 'but not towching marriage', and though she 'sett her hand to ye said noate', she 'knewe not the contentes [thereof] vntill ij or iij dayes after yat she fownd the notte at home & caused her boye to reade it & then she perceyving they had deceyved her was muche greved & burnt the note'.⁴² She also noted that Newton had been in her bedchamber 'once or twice' but was 'in the Companie of other persons'.⁴³ She in fact explained the circumstances further: 'being big with child & not well & the sayd Newtons brother & sister were there with him & stayed there & supped with this respondent in her chamber she being in her bed & they sate on or by the bed syde & eate their meate vpon the bed'.⁴⁴

Newton's own testimony given on 8 June 1611 emphasized Joan's state of mind and awareness at their contracting and the public knowledge of their marriage, which served as important evidence when determining whether a couple were married:

he this respondent is one of the duke of yorkes sworne servantes and a player and he further answereth & beleeveth that the said Ioane waters at the tyme of the subscribinge of her name or marke to the contracte alledged in this suite in the behalfe of this Respondent was in verie good sence reason and temper [at (...)] as he beleeveth And he [tolde] verily beleeveth that she did well knowe & vnderstand the contentes of the said noate and what she then did by reason that dyvers weekes or daies after that she the said Ioane did sundry tymes confesse both to his this Respondentes freandes and to her owne freindes and others that she had soe subscribed her name or marke to the fore said noate and that she purposed to be married to him this respondent or to that effecte as he beleeveth.⁴⁵

Newton's response focused on the exact kinds of evidence a judge would have looked for to determine whether the contract were legal. For in addition to the kind of contract, the depositions from the London Consistory Court indicate that goodwill, tokens, the intentions of the man and woman, and public fame were proof of a contract.⁴⁶ In the depositions from the suit thus far, it

is unclear what Waters' intentions were and how many people considered them as husband and wife; Newton focused his response on these two issues concerning knowledge, stressing that Waters knew what she was doing since she herself told people of their contracting.

Along with the particular focus of Newton's personal response, several suspicious circumstances exist in this suit to make it look as if the contracting were a confidence game. In terms of property, Waters as a widow with a house and at least two servants of her own would be an attractive match for Newton, whose own financial circumstances, as cited earlier, vary according to the witness. Duke's assessment of Ireland's motivation for what he told Waters about Newton's income may account for the differences in the two reports of Ireland's income. According to Duke, Ireland was 'vsing those speaches as a reason the rather to *perswade* her to lyke & affect him'.⁴⁷ In addition, Ireland provided no explanation as to why he offered Waters a house from his father's estate if she were to marry Newton. However, Elizabeth Hattrell imputes his reason as protecting the couple from want: 'rather then they the sayd Newton and her sayd *mistres* should want maintenance after they were married together | he the sayd George Ireland would *procure* them a howse of his the sayd Irelandes fathers to dwell in'.⁴⁸ Perhaps, as Duke noted about Ireland's account of Newton's income, Ireland tried to make Newton appear more attractive to Waters.

Moreover, the involvement of Ireland and Addison in the negotiations and contract is also suspect. Addison and especially Ireland are convenient people to have at a contract. Though Addison reported his status as a yeoman in the brief biography at the beginning of his deposition, in his interrogatory we discover that 'he is a Clerke & serveth one Mr Bryars a Counsellor of Graies Inne & so hath done about 3 yeares'.⁴⁹ Addison's association with Gray's Inn made him a compelling witness in terms of the legality of the contract. It is not surprising, then, that he testified as to the particular kind of contract that allegedly occurred – 'the contract was simple & not *condicionall*'⁵⁰ – testimony indicating it was the more binding 'simple' contract. In terms of the actual contract itself, Ireland copied the contract and his knowledge of the form and language of the more binding 'simple' contract would also aid Newton in his suit. Ireland's involvement can be seen as even more suspect in Duke's testimony, since Duke reported that he 'advised her to be well advised before she made any suche *promise* wherevpon the sayd Ireland was offended'.⁵¹ Duke commented further on Ireland's bias in this suit: 'the sayd Ireland was a great friend of the sayd Newtons & very ielous that this [*respondent* or] *deponent* or any of the widowes *friendes* should be with her who might advise her in the matter of contract they went about to make'.⁵²

Waters' mental state at the time of contracting further suggests a confidence game. The question of how much alcohol was consumed before the contract was a key issue in the case, since several witnesses testified on the amount consumed,⁵³ especially on the amount drunk by Waters herself. Addison cited her pregnancy as evidence of her sobriety:

there was wine drunke bothe before the contractes were read & afterwards also amonge them but how muche he cannot tell....
 ...*yat* for his *parte* he verily beleveth the sayd Ioane waters at the tyme of contracting her selfe to the sayd Iohn Newton was not drunken nor overtaken or distempered with drinke but was sober & of as good iudgement as before or after & did well understand what she did as appeared by her awnswere when this *respondent* advised her to be carefull what she did neyther did she drinke muche wine nor was urged thereto in respect she was *with child*.⁵⁴

However, her servant Hackleton, who testified on her behalf, told a different story: 'they had muche wine at the Taverne ... & she | came home *with* a good colour & not in so good case as she went out'.⁵⁵ This account of having 'muche wine at the Taverne' is in keeping with her own: 'after they had byn drinkeinge wyne in the said taverne three howers [^][or] [&] more one in the company shewed forthe a little noate or writing'.⁵⁶ Ireland, however, admitted that though they 'tarried there about 2 or three houres', he suffered a memory lapse since 'how much wine was droncke or money spent he cannot remember'.⁵⁷ Yet his memory was clear on Waters' sobriety: he 'could not *perceiue*' that Waters 'be droncken or overcome *with* wine, neither did any of the Company *perceiue* her so to be that this *deponent* heard of, but saith he taketh it that shee was then of good capacitie & vnderstanding & knewe well what shee did and what shee sette her hand vnto as it seemed to this *deponent*'.⁵⁸

The judge, however, did not see the contracting as a confidence game. While no sentence remains in this series of records to indicate whether the judge ruled the contract between Newton and Waters as valid,⁵⁹ a parish register for St James Clerkenwell indicates the sentence: 'John Newton and Joan Walters wer married by lic the 22 of August 1611'.⁶⁰ But while the parish register confirms the validity of the contract, the depositions themselves provide the rich personal and social details.

The extant London Consistory Court depositions for 1586–1611 offer much more information and possible implications about players and playgoers than we have previously understood. Two deposition books from the middle of this period (October 1597–June 1603), which are currently being conserved and will soon be ready for consultation, may provide still more theatrical citings

and bitings, thereby enriching even further our understanding of early modern London theatre history.

Notes

- 1 I would like to dedicate this article to Professors S.P. Cerasano and Anne Lanca-shire.
- 2 London Metropolitan Archives (LMA): DL/C/310, ff 42–4. Some of the many references include Gerald Eades Bentley, *The Jacobean and Caroline Stage*, vol 6 (Oxford, 1968), 147; Andrew Gurr, *Playgoing in Shakespeare's London* (Cambridge, 1987), 61–3; and P.A. Mulholland 'The Date of *The Roaring Girl*', *Review of English Studies* ns 28 (1977), 18–31.
- 3 Leslie Hotson, *Shakespeare's Wooden O* (London, 1959), 20–1, **1692**. For ease of reference, I have included in bold face the entry numbers for those depositions that appear in Loreen L. Giese (ed), *London Consistory Court Depositions, 1586–1611: List and Indexes* (London, 1997 for 1995).
- 4 Laura Gowing, *Domestic Dangers* (Oxford, 1996), 118.
- 5 Gowing, *Domestic*, 14, **1021, 1023, 1033** and Mark Eccles, 'Elizabethan Actors II: E–J', *Notes and Queries* ns 38 (1991), 456, **1033**.
- 6 I have concentrated my research on the twenty-five-year period of 1586–1611 for two reasons: (1) within this period there were sharp increases in the population of London and in the number of cases coming to the consistory court, and (2) important changes occurred in canon law (1597 and 1604) and also in the monarchy. In addition, these twenty-five years are of great interest to literary scholars, given the important developments in poetry and drama during this time, especially since this is the period when Shakespeare was in London and drama was at a high point.
- 7 Also two witnesses and the defendant refer to the presence of a Gregory Sanderson, Sanders, or Saunders at the contracting (LMA: DL/C/219, ff 409v, 411, 418v, 419, 420v, 426; **1750, 1756, 1763**). Since none of these references identify him as the actor, I do not include him as one of the players that appear in the London consistory court depositions from this period. For more information on Gregory Sanderson, the player, see Bentley, *Jacobean*, vol 2, 559; E.K. Chambers, *The Elizabethan Stage*, vol 2 (Oxford, 1923), 337; and Edwin Nungezer, *A Dictionary of Actors and of Other Persons Associated with the Public Representation of Plays in England before 1642* (New Haven, 1929), 310.
- 8 Martin Ingram, *Church Courts, Sex and Marriage in England, 1570–1640* (Cambridge, 1987), 35.

- 9 LMA: DL/C/309, f 39.
- 10 LMA: DL/C/303, f 390v.
- 11 For more information on the London Consistory Court, see Giese, *London*, and Gowing, *Domestic*.
- 12 See S.P. Cerasano and Marion Wynne-Davies (eds), *Renaissance Drama by Women: Texts and Documents* (London, 1996), 157–75, and Gurr, *Playgoing*, 56–9.
- 13 LMA: DL/C/219, ff 276, 277, **1638**.
- 14 LMA: DL/C/219, ff 33–3v, **1410**.
- 15 LMA: DL/C/218, p 628, **1353**.
- 16 LMA: DL/C/218, p 628, **1353**.
- 17 Stephen Gosson, *The Schoole of Abuse* (London, 1579; rpt New York, 1973), C2.
- 18 Gurr, *Playgoing*, 63.
- 19 Quoted in Cerasano and Wynne-Davies, *Renaissance*, 166.
- 20 For information on Newton, see Bentley, *Jacobean*, vol 2, 515–16; Chambers, *Elizabethan*, vol 2, 330; Mark Eccles, ‘Elizabethan Actors III: K–R’, *Notes and Queries* ns 39 (1992), 299; John Tucker Murray, *English Dramatic Companies 1558–1642*, vol 1 (London, 1910), 229–42; and Nungezer, *Dictionary*, 259.
- 21 The depositions from the suit of John Newton against Joan Waters in the London Consistory Court deposition book for 28 November 1609–10 June 1611 (LMA: DL/C/219) are particularly difficult to read. This large volume (440 folios) was filmed while still bound, thereby causing a gutter on the microfilm which blocks two to three words at either the beginning or end of a sentence. I wish to thank Dr Deborah Jenkins, Head Archivist, London Metropolitan Archives, for her very generous permission to allow me to check my transcriptions of these depositions against the originals.
- 22 Ingram, *Church*, 3.
- 23 LMA: DL/C/219, f 411v, **1750**, see also LMA: DL/C/219, f 420v, **1756**.
- 24 LMA: DL/C/219, f 440, **1785**.
- 25 Murray, *English*, vol 1, 230.
- 26 Chambers, *Elizabethan*, vol 2, 242.
- 27 Bentley, *Jacobean*, vol 6, 130–1.
- 28 Herbert Berry, *The Boar’s Head Playhouse* (Cranbury, 1986), 75. Also see Joseph Quincy Adams, *Shakespearean Playhouses: History of English Theatres from the Beginnings to the Restoration* (Boston, 1917), 17, and Frederick Gard Fleay, *A Chronicle History of the London Stage 1559–1642* (1890; rpt New York, 1909), 188, 191, and 201.
- 29 LMA: DL/C/219, f 420v, **1756**.
- 30 LMA: DL/C/220, f 621.

- 31 LMA: DL/C/220, f 531; see also LMA: DL/C/220, f 530.
- 32 Gerald Eades Bentley, *The Profession of Player in Shakespeare's Time, 1590–1642* (Princeton, 1984), 52.
- 33 LMA: DL/C/219, f 420v, **1756**. Newton's other witness, Addison, also makes the theatrical connection, as does one of Joan Waters' witnesses.
- 34 LMA: DL/C/219, f 411, **1750**.
- 35 LMA: DL/C/220, f 621v; see also LMA: DL/C/220, f 530 and LMA: DL/C/220, f 530v.
- 36 LMA: DL/C/219, ff 418–19v, **1756**.
- 37 Peter Stallybrass, 'Patriarchal Territories: The Body Enclosed', *Rewriting the Renaissance: The Discourses of Sexual Difference in Early Modern Europe*, Margaret W. Ferguson, Maureen Quilligan, and Nancy J. Vickers (eds) (Chicago, 1986), 127.
- 38 Stallybrass, 'Patriarchal', 128.
- 39 LMA: DL/C/219, f 420, **1756**.
- 40 Barbara J. Todd, 'The Remarrying Widow: A Stereotype Reconsidered', *Women in English Society 1500–1800*, Mary Prior (ed) (London, 1985), 55.
- 41 LMA: DL/C/219, f 420, **1756**.
- 42 LMA: DL/C/219, f 426, **1763**.
- 43 LMA: DL/C/219, f 426v, **1763**.
- 44 LMA: DL/C/219, f 426, **1763**.
- 45 LMA: DL/C/219, f 440, **1785**.
- 46 For information on the evidence used in the London Consistory Court for determining the legality of a marriage contract, see Giese, *London*, xxiv–xxv, and Gowing, *Domestic*, 139–79.
- 47 LMA: DL/C/220, f 621v.
- 48 LMA: DL/C/220, f 530v–1; see also LMA: DL/C/220, f 530.
- 49 LMA: DL/C/219, f 410v, **1750**.
- 50 LMA: DL/C/219, f 411v, **1750**.
- 51 LMA: DL/C/220, f 621v.
- 52 LMA: DL/C/220, f 621v.
- 53 See LMA: DL/C/219, f 411, **1750** and LMA: DL/C/220, f 530.
- 54 LMA: DL/C/219, f 411v, **1750**.
- 55 LMA: DL/C/220, ff 530–30v.
- 56 LMA: DL/C/219, f 426, **1763**.
- 57 LMA: DL/C/219, f 420v, **1756**.
- 58 LMA: DL/C/219, f 420v, **1756**.
- 59 For procedural events regarding this case, see LMA: DL/C/15, ff 287, 290–90v, 306v, 310, 323v, 336v, 338v, 366, 372, 389v, and 399v.

- 60 LMA: P76/JS1/2. Eccles queries whether this parish register entry refers to John Newton, the player: 'A John Newton married Joan Walters in 1611 at St James, Clerkenwell (*Harleian Society Registers*, xiii (1888), 38) and a John Newton married Anne Farmer in 1614 at St Gregory by St Paul's (register), but it is not clear whether either of these was the actor, who left no will' ('Actors III', 299). These depositions confirm the identity of the former. The extant contemporary records at the City of Westminster Archive, Guildhall Library, Lambeth Palace Library, and the London Metropolitan Archives do not contain a bond or allegation for the marriage of John Newton to Joan Waters or Walters.