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NOTES AND DOCUMENTS

Walker v. Tonson in the Court of Public Opinion

Robert B. Hamm Jr.

ABSTRACT Accounts of Shakespeare's reevaluation during the eighteenth century often mention the role of the publishing war between Jacob Tonson the younger and Robert Walker (1734–35) that flooded the market with inexpensive copies of his plays. Walker lacked the legal standing to sue his rival over the plays' copyrights, and the normally litigious Tonson declined to pursue his claim to Shakespeare in the courts; instead, the two men tried the case in the pages of their books and the popular press. In this essay, Robert Hamm Jr. examines the rhetoric of their advertising war. Their arguments over rightful ownership reveal how the new copyright regulation enacted by the Statute of Anne continued to compete with an older system determined by correctness and custom. **KEYWORDS:** eighteenth-century editions of Shakespeare; publishing and piracy; copyright law; William Chetwood; William Feales

❧ “**WALKER V. TONSON**” IS NOT, IN FACT, the name of a law case, and that is the point of this essay. In the fall of 1734, Robert Walker, a producer of cheap—and sometimes controversial—publications, began to issue Shakespeare's plays in inexpensive, single-play editions, an unmistakable challenge to the Tonson publishing house's long-standing claim to own the right to print the plays.¹ As Walker lacked legal standing to contest his competitor's copyrights to the plays, he did not challenge Jacob Tonson the younger (1682–1735) in the courts.² Instead, he presented his case for the right to publish

1. Few details of Walker's early career are known. He appears to have apprenticed through the Stationers' Company to the printer James Read beginning in 1724, but quit during the fourth year to set up his own shop at the sign of the White Hart in the Strand selling pamphlets. On Walker and his career, see Michael Harris's entry in the *Oxford Dictionary of National Biography*. I discuss the Tonsons' claim to Shakespeare's plays below.

2. Walker never initiated a copyright action, but he had a good deal of experience with the courts as a defendant. His name appears in six suits and actions dealing with copyright filed between 1729 and 1751, all in the National Archives [TNA]: *Gay v. Walker* (1729), C12/1817/67; *Eyre v. Walker* (1735), C11/1520/29, membrane 1; *Waltheo v. Walker* (1736), C11/1534/62; *Tonson v. Walker* (1739), C12/1214/66; *Basket v. Whitworth* (1740), C11/1564/4, membrane 1, which names Walker as one of the defendants;

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the plays directly to print consumers through a series of advertisements and notices included in the pages of his books. Walker characterized his powerful adversary as a monopolist who possessed no legitimate claim to Shakespeare's plays and was using his wealth and professional connections to stifle fair competition. Tonson refuted these charges in the pages of his editions of the plays and condemned Walker's "vile Practice," characterizing it as piracy, dangerous to consumers and to the bookselling trade.³ Tonson and his associates also used the London newspapers to wage a broader publicity campaign in which they denounced Walker and his allegedly illegal business practices in a series of printed announcements. Through these advertisements and notices, the publishers presented arguments, counter-arguments, evidence, and even depositions; each tried to establish the legality and accuracy of his own publications and to paint his rival's publications as both illegal and incorrect.

Descriptions of the Tonson–Walker battle have tended to emphasize primarily its impact on Shakespeare's reputation.⁴ As a result of the publishers' competition, by the spring of 1735 one could for the first time purchase editions of all of his plays (including the apocrypha) for approximately a penny apiece. "No single factor can be said to account for the Shakespeare boom of the eighteenth century," Robert Hume observes, "but the availability of cheap and semi-authentic texts of the whole (expanded) canon must have been a crucial factor in making Shakespeare much more widely and more truly known."⁵ In this essay, I want to shift the focus from Shakespeare to the rhetoric of the booksellers' extensive publicity war to show how both men blended legal arguments with moral ones in order to claim the right to reprint Shakespeare. Critics tend to describe Walker as an enfant terrible governed by a desire to act out and challenge authority.⁶ Certainly Walker thumbed his nose at many members of the

and *Tonson v. Walker* (1751), C11/1106/18, membrane 2. In the first of these, for example, John Gay obtained an injunction from the Court of Chancery on June 12, 1729, to prevent Walker and sixteen others from publishing pirated editions of his opera *Polly*; the suit survived his death, and the court eventually granted his heir a perpetual injunction on December 23, 1737.

3. "Advertisement," *The Merry Wives of Windsor* (London: Printed for J. Tonson, and the rest of the Proprietors; and sold by the Booksellers of London and Westminster, 1734), [71]. I discuss its significance below.

4. On the Tonson–Walker battle, see Giles E. Dawson, "Robert Walker's Editions of Shakespeare," *Studies in the English Renaissance Drama in Memory of Karl Julius Holzknrecht*, ed. Josephine W. Bennett, Oscar Cargill, and Vernon Hall Jr. (New York, 1959), 58–81; Don-John Dugas, *Marketing the Bard: Shakespeare in Performance and Print, 1660–1740* (Columbia, Mo., 2006), esp. 215–32; Herbert L. Ford, *Shakespeare, 1700–1740: A Collation of the Editions and Separate Plays, with Some Account of T. Johnson and R. Walker* (1935; repr., New York, 1968), 40–45; and Michael Harris, "Paper Pirates: The Alternative Book Trade in Mid-18th Century London," *Fakes and Frauds: Varieties of Deception in Print and Manuscript*, ed. Robin Myers and Michael Harris (Detroit, 1989), 47–69.

5. Robert Hume, "Before the Bard: 'Shakespeare' in Early Eighteenth-Century London," *English Literary History* 64 (1997): 41–75 at 54.

6. Harris, for example, observes that his earliest publications suggest "the image of a young man, free of parental control, whose rash and active nature, combined perhaps with financial necessity, were likely to push him into confrontations with authority" (ODNB). Similarly, Andrew Murphy writes, "throughout his career . . . [Walker] consistently (and gleefully) served as a thorn in the side of his London brethren"; *Shakespeare in Print: A History and Chronology of Shakespeare Publishing* (Cambridge, 2003), 107.

trade, but I want to suggest that many of his actions were quite possibly reasoned and calculated rather than impetuous and anti-authoritarian.

The Tonsons established their control over Shakespeare with the publication in 1709 of Nicholas Rowe's multivolume edition of the plays, the first new edition of the playwright to appear in over a quarter of a century. By the start of the eighteenth century, Jacob Tonson the elder (1655/6–1736), the founder of the Tonson dynasty, had already established himself as a significant literary publisher.⁷ This reputation would be cemented after Jacob Tonson the younger, his nephew and heir to the business, purchased two sets of manuscripts and the rights to publish them in 1707 and 1709. These “copies,” as they were referred to in the Stationers' Register, included twenty-three plays attributed to Shakespeare.⁸ Rowe's *Works of Mr. William Shakespear* inaugurated the Tonsons' de facto monopoly over the plays, one they would maintain for nearly three-quarters of a century by regularly publishing new, complete editions of the plays, many edited by leading literary and scholarly figures of the age: Alexander Pope, Lewis Theobald, William Warburton, Samuel Johnson, and Edward Capell.

The first Tonson edition of Shakespeare's plays appeared at a time of historic change for the concept of literary property. The end of the licensing system in 1695 had freed booksellers and printers from prepublication censorship, but it had also ended the government's role in punishing print piracy.⁹ After numerous failed attempts to introduce statutory regulation of the press, Parliament enacted the Statute of Anne, which came into effect on April 10, 1710, and fundamentally changed copyrights by limiting their term: twenty-one years for those books published prior to its enactment and fourteen for those printed after, with the possibility of a second fourteen-year term. According to the new statute, copyrights to authors such as Milton, Bunyan, and Shakespeare expired on April 10, 1731. As Mark Rose has observed, “the passage of the statute marked the divorce of copyright from censorship and the reestablishment of copyright under the rubric of property rather than regulation.”¹⁰ Its passage also

7. See Harry M. Geduld, *Prince of Publishers: A Study of the Work and Career of Jacob Tonson* (Bloomington, Ind., 1969); and Kathleen M. Lynch, *Jacob Tonson: Kit-Cat Publisher* (Knoxville, Tenn., 1971).

8. Combined, these two assignments secured the house's rights to *The Tempest*, *Henry V*, *Macbeth*, *The Two Gentlemen of Verona*, 2 *Henry 6*, 3 *Henry 6*, *Hamlet*, *Measure for Measure*, *Anthony and Cleopatra*, *The Comedy of Errors*, *Henry 8*, *Cymbeline*, *As You Like It*, *Coriolanus*, *Pericles*, *All's Well That Ends Well*, *Titus Andronicus*, *Twelfth Night*, *Timon of Athens*, *The Winter's Tale*, and *Julius Caesar*, as well as the spuriously attributed *Sir John Oldcastle* and *The Yorkshire Tragedy*. Though they never gained ownership of all of Shakespeare's plays, over the course of the house's existence, the Tonsons ultimately purchased 65 percent of them. On their acquisition of the Shakespeare copies, see Giles E. Dawson, “The Copyright of Shakespeare's Dramatic Works,” in *Studies in Honor of A. H. R. Fairchild*, ed. C. T. Prouty (Columbia, Mo., 1946), 11–35; and Terry Belanger, “Tonson, Wellington, and the Shakespeare Copyrights,” *Studies in the Book Trade in Honour of Graham Pollard*, ed. R. W. Hunt, I. G. Philip, and R. J. Rivers (Oxford, 1975), 195–209. The younger Tonson began working for his uncle around 1700.

9. On the Licensing Act, see John Feather, *A History of British Publishing* (London, 1991); and Raymond Astbury, “The Renewal of the Licensing Act in 1693 and Its Lapse in 1695,” *The Library*, 5th ser., 33 (1978): 296–322.

10. Mark Rose, *Authors and Owners: The Invention of Copyright* (Cambridge, 1993), 48.

marked a shift from an older system in which permission to print was decided by moral issues such as correctness, custom, and decorum (as regulated through censorship) to one in which it was decided by rights (regulated by property law). But the print trade took some time to adjust to the new regime, as illustrated by the rhetoric of the Tonson-Walker battle. In their arguments over the right to print Shakespeare's plays, both booksellers emphasize the close connection between propriety and property, a strategy that situates their claims of ownership, in part, in the world of moral issues.

Late in the summer of 1734, Walker issued an inexpensive reprint of *The Merry Wives of Windsor*, a move likely prompted by his desire to test the term limits set forth by the Statute of Anne, which apparently meant that any work first printed before April 10, 1710, was fair game. Confirming that no one, not even the powerful Tonson, held copyrights in perpetuity would remake the print trade into a competitive, free market.¹¹ Clearly modeled on Tonson's duodecimo edition of the play, Walker's frontispiece to *Merry Wives* even copies Tonson's copperplate illustration of Falstaff stepping into the buck basket.¹² Tonson quickly issued his own edition, which concluded with an "Advertisement" dated September 6, 1734, describing Walker's text as "publish'd . . . in a very Mangled, Imperfect, and Incorrect manner, beyond what has hitherto appear'd in Print."¹³ According to this document, Walker had issued proposals for "printing some Plays of *Shakespeare*, &c.," but his actions, Tonson warned, would most certainly lead "to the manifest Injury of the Fair-Trader, and to the apparent Loss, if not Ruin, of the Proprietors of the Copy-Right of the said Plays."¹⁴ Although Tonson had a personal stake in protecting his monopoly on Shakespeare, the advertisement never mentions him by name. Instead it focuses on the grave threat Walker's proposals pose to the "Proprietors," implicitly a larger group, perhaps even a civic establishment that collectively owns the rights to the plays.¹⁵ The phrase "vile practice," repeatedly hurled in this document and subsequent ones, conveys both a moral and a material failing: the baseness or depravity of Walker's actions, the advertisement asserts, provides an index to the corruption of his publications. Conversely, the proprietors are superior both in their morals and as printers. If pirated versions of other plays appear

11. *The merry wives of Windsor. A comedy. As it is acted at the theatres. By Shakespear* (London: Printed by R. Walker, in Turn-Again Lane, near Fleet Lane, by the Ditch-Side, 1734).

12. Dawson notes that all but six of the scene plates Walker used in his plays are copies of those found in the 1728 Tonson edition of Shakespeare's works edited by Pope, most of which are reversed ("Robert Walker's Editions of Shakespeare," 71–72): *The Works of Mr. William Shakespear. In ten volumes. Publish'd by Mr. Pope and Dr. Sewell* (London: Printed for J. and J. Knapton, J. Darby, A. Bettesworth, J. Tonson, F. Fayram, W. Mears, J. Pemberton, J. Osborn and T. Longman, B. Motte, C. Rivington, F. Clay, J. Batley, R. JA. and B. Wellington, 1728). Tonson continued to use the plates for his separate editions of the plays.

13. *The Merry Wives of Windsor* (London: Printed for J. Tonson, and the rest of the proprietors; and sold by the booksellers of London and Westminster, 1734), [71]. Based on the date of the advertisement, it seems likely that Walker published his edition in late August.

14. I have yet to come across a copy of these proposals. Harris claims that Walker's notices were "issued separately as handbills or published with his plays" ("Paper Pirates," 54).

15. Dawson attributes the omission of the Tonson name from the advertisement, as well as from the imprint of one early state of the play, to the bookseller's reluctance "to associate his respectable name with these cheap productions" and their consumers ("Robert Walker's Editions of Shakespeare," 63–64).

on the market, the notice concludes, the “Proprietors of the Copy” will issue their own editions without delay, providing “the Whole Play exactly Correct, and in all respects, better printed.”

Less than a week later, Tonson preemptively issued an edition of *Hamlet* that included an expanded condemnation of his competitor addressed “*To all Hawkers of Books, Pamphlets, &c. For the Benefit of Them and the Publick.*”¹⁶ Left unchecked, the text argues, Walker’s actions would encourage other booksellers to disregard copyrights and publish any works they pleased. Such an unregulated market “would be the Total Ruin of all good Printing, and in a short time no Book will be printed so as to be read.” “The Proprietors therefore of the Copy-Right of the said Play of *The Merry Wives of Windsor*,” the advertisement continues, “choosing rather that the Publick should have the Benefit and Advantage of the Profit arising by Printing such a Play, than to suffer any Piratical Printer to have any Profit from such Unfair Proceedings, have published the said Play, making Three Sheets, to be sold to all *Hawkers* at One Penny the Whole Play” ([108]). Better to sacrifice profit, and to gain public good will, than to allow Walker to benefit from his allegedly illegal labors. Throughout their battle, Tonson portrays Walker as a despicable pirate who has no compunction about stealing in order to make a quick profit. In contrast, he represents his group of “Proprietors” as a diverse community of law-abiding tradespeople, including vulnerable “Widows and Orphans, who have nothing to subsist upon but the Profit arising by Reprinting such Copies.”

According to the terms of the Statute of Anne, as previously noted, the Proprietors’ rights had expired three years earlier. Tonson’s accusation, which, notably, makes no mention of the new copyright legislation, perpetuates the fiction that he and the “Proprietors” retained their rights over Shakespeare’s plays despite these term limits. With his first published response, Walker challenged Tonson’s rights not only to Shakespeare but also to numerous other authors. A lengthy advertisement included in Walker’s edition of *Othello* announced the completion of the publisher’s first volume of Shakespeare’s plays and offered purchasers, free of charge, “a general Title Red and Black, as well as an Account of the Life and Writings of the Author, in order to bind up in the Front of the Volume, which makes the same very Compleat.”¹⁷ With only this first volume completed, he described a much grander project, to issue “All the English

16. *Hamlet, Prince of Denmark; a tragedy, as it is now acted by his Majesty’s servants* (London: Printed and Sold by the Booksellers of London and Westminster, 1734), 107. The advertisement is dated September 12, 1734. A colophon placed between the end of the play-text and the advertisement describes the book as “Printed for J. Tonson, and the rest of the Proprietors; And Sold by the Booksellers of London and Westminster.”

17. *Othello, the Moor of Venice. A tragedy. As it is acted at the theatres. By Shakespear* (London: Printed by R. Walker, at Shakespear’s-Head, in Turn-Again Lane, by the Ditch-Side, 1734), [93]; hereafter cited as *Othello*. The volume contained *Hamlet*, *Julius Caesar*, *Richard III*, *The Life and Death of Thomas Cromwell*, *The Tempest*, and *The Merry Wives of Windsor*. Walker’s use of “Shakespear’s-Head,” the very sign adopted by Tonson soon after the publication of Rowe’s edition of the plays, was an audacious move to challenge his rival’s longstanding corporate connection to the playwright. It is hard to believe that Walker joined his corporate identity with Shakespeare for any other reason than to antagonize Tonson.

PLAYS . . . collected from the several celebrated Authors,” a list of more than twenty playwrights that included Shakespeare as well as Jonson, Dryden, Congreve, Rowe, Addison, and others.¹⁸ Tonson possessed an ownership stake in almost every figure in this catalog of “celebrated authors,” a clear indication that Walker would not stop with Shakespeare.¹⁹

In a later section of the *Othello* advertisement, Walker cast doubt on Tonson’s alleged rights to Shakespeare by pointing out his reluctance to petition the courts to settle the matter. Addressing himself “To the PUBLICK,” Walker taunts his competitor and urges him to seek judicial relief:

[Tonson and the proprietors] have . . . had the Assurance to say, that they would sue me for that which they have no Right to, why don’t they do it? Here is Term come, and no Bill in Chancery, nor Action at Common Law . . . If these honest, rich, and fair-dealing Men have any Right to what I am re-printing, why do they not have recourse to Law or Equity, which are both ready to do Justice? (*Othello*, [95])

His questions about Tonson’s unwillingness to use the courts to secure his property mark the first mention of legal action in the booksellers’ battle. The Statute of Anne provided for redress against copyright infringement in the court of common law, but booksellers more often turned to the Court of Chancery to protect their property, as it appears to have offered a more immediately effective means to stop pirates. The Court typically granted an initial injunction to those who submitted a bill, Ronan Deazley notes, and few cases proceeded beyond the early stages.²⁰ Tonson’s lack of action—despite the ease of obtaining an injunction, he did not submit a bill to Chancery, nor did he test his common law right—suggests he harbored some doubt over the copyrights.²¹

Tonson instead resorted to bribes, threats, and collusion, typical means used by the more powerful booksellers to discourage minor traders from reprinting their titles.

18. In addition to the names already mentioned, Walker lists Nathaniel Lee, Thomas Otway, Francis Beaumont and John Fletcher, Richard Steele, George Farquhar, George Villiers, John Vanbrugh, Thomas Southerne, Thomas Shadwell, George Etheridge, Colley Cibber, Aphra Behn, William (?) Phillips, William Wycherley, George Granville, Christopher Bullock, and Susanna Centlivre.

19. According to Dugas, “Tonson claimed full or partial ownership of some or all of the plays written by all but four of the playwrights mentioned: Charles Beckingham, Christopher Bullock, George Farquhar, and George Granville” (*Marketing the Bard*, 223).

20. Ronan Deazley, *On the Origin of the Right to Copy: Charting the Movement of Copyright Law in Eighteenth-Century Britain (1695–1775)* (Oxford, 2004), 62.

21. John Feather has observed that the booksellers generally acted as though the rules of copyright had not changed and rarely cited the Statute of Anne; the courts generally went along with this, never suggesting that copyright terms had limits; “The Publisher and the Pirates: British Copyright Law in Theory and Practice, 1710–1775,” *Publishing History* 22 (1987): 5–32 at 5–7. We can see this reluctance on the part of copyholders to introduce the act in another case involving Walker, *Eyre v. Walker* (1735), TNA, C11/1520/29, membrane 1. In that case, the plaintiffs successfully enjoined Walker from reprinting *The Whole Duty of Man* by tracing back the chain of ownership to the author; they did not, as Walker argued, rely on the Statute of Anne, which presumably would not have justified their claims. See Deazley, *On the Origin of the Right to Copy*, 75.

Walker goes on in his advertisement to *Othello* to claim that Tonson “vilely endeavour’d to seduce one of my Servants to inform them of what PLAY I am always printing by offering him Money” (*Othello*, [95]). He employs Tonson’s favorite epithet—“vilely”—to underscore the immorality of his rival’s actions. Walker further claims that Tonson and his associates tried to broker a financial arrangement with him to stop reissuing the plays: “If these honest, rich, and fair-dealing Men have any Right to what I am re-printing, why do they offer me great Advantages in Trade to drop printing the PLAYS?” (*Othello*, [96]). Walker writes that he rejected these bribes, and that his unwillingness to acquiesce so angered Tonson that he threatened to use his wealth and professional connections to destroy not only Walker’s business but also his family. Throughout the text of his advertisement, Walker presents himself as a virtuous and incorruptible businessman, not “one of those poor Noodles who would be frightened by . . . insolent Threats,” a sharp contrast to the scheming and unscrupulous Tonson (*Othello*, [95]).

Walker concludes his advertisement with his boldest taunt yet, one that ingeniously combines a response to Tonson’s repeated charges of the deficiencies of his rival’s printing with a further challenge to Tonson’s rights. In a postscript, he assures consumers, “Whatever Mistakes have happened in my Plays, by following Tonson’s incorrect Copies, or otherwise, shall be rectify’d by reprinting the Leaves, and sending them to the Subscribers, *gratis*” (*Othello*, [96]). For the general consumer, Walker’s statement provides a guarantee of the quality of his books; if errors are found, he will correct them at no extra cost. For perceptive readers, and, more importantly, his rival, Walker’s offer turns Tonson’s accusations against him—any inaccuracies in his texts are Tonson’s fault—and provides a signed confession of his alleged piracy: he did, in fact, use Tonson’s plays as copy text for his own. The closing note calls Tonson’s bluff and goads him to sue for copyright violation, if such a right exists.

Throughout the remaining months of 1734, the theater figured prominently in the battle. Despite their lack of any connection to actual performance, the title pages to Walker’s texts proclaim them “As . . . Acted in the Theatres,” a common assertion in printed plays from the Restoration to the mid-eighteenth century.²² By late October, William Chetwood, an expert witness, came to Tonson’s aid and publicly disputed both the rival plays’ purported connection to the stage and their accuracy. As Drury Lane’s main prompter for almost twenty-five years, Chetwood cut and corrected plays for performance as part of his numerous duties. Tiffany Stern writes that “so respected was his judgment, that his name frequently features in play prefaces . . . Moreover,

22. Tonson briefly followed suit with *Hamlet* . . . *As it is now acted by his Majesty’s Servants* (London: Printed for J. Tonson and the rest of the Proprietors; and Sold by the Booksellers of London and Westminster, 1734) and *Julius Caesar* . . . *As it is acted at the Theatre Royal in Drury-Lane. By His Majesty’s Servants* (London: Printed for J. Tonson and the rest of the Proprietors; and Sold by the Booksellers of London and Westminster, 1734) before dropping this designation. His edition of *Hamlet*, prepared by Robert Wilks, provides one of the few stage editions published as part of the battle. Walker continued to link his versions of the plays to performance on their title pages, including his editions of *Macbeth*, *Othello*, *Titus Andronicus*, *Measure for Measure*, *Antony and Cleopatra*, and *King Lear*, but stopped with volume 4 of his collection. His proposals for the series of “ENGLISH plays” also specified stage editions, which he would print “Word for Word as they are acted, and not abridg’d” (*Othello*, [94]).

printed texts marketed as ‘corrected from the promptbook’ started to be published: readers trusted ‘Chetwood’ plays, so that editions might even try to claim prompter’s sanction when they actually did not have it.”²³ Chetwood issued a statement in which he strongly disavowed any connection to Walker’s recent editions and disparaged their quality:

WHEREAS R. Walker, with his Accomplices, have printed and publish’d several of *Shakespear’s* Plays; and to screen their innumerable Errors, advertise, That they are Printed as they are Acted, and Industriosly report, that the said Plays are printed from Copies made use of at the Theatres; I therefore declare, in Justice to the Proprietors, whose Right is basely invaded, as well as in Defence of Myself, That no Person ever had, directly or indirectly from me, any such Copy or Copies; neither wou’d I be accessory on any Account in Imposing on the Public such Useless, Pirated, and Maim’d Editions, as are published by the said R. Walker.

Tonson launched an aggressive public campaign, running this declaration in multiple issues of four separate periodicals over the course of a week, moving the battle beyond the pages of the playbooks and into the popular press.²⁴ Chetwood explicitly denies being an “accessory” to Walker’s project and reiterates the familiar charges made against Walker, that his texts were “Useless, Pirated, and Maim’d.” The statement-*cum*-deposition serves as written testimony in support of the “Proprietors,” and it concludes with his signature attesting to its authenticity and legitimacy: “W. CHETWOOD, Prompter to His Majesty’s Company of Comedians at the Theatre-Royal in Drury-Lane.” Subsequent editions of Tonson’s plays often included this statement, further evidence of Chetwood’s coordination with the publisher and his associates.

Walker quickly rebutted these charges and attempted to discredit Chetwood as an expert witness.²⁵ In this lengthy rebuttal to the prompter’s accusations, one that he expanded and reprinted in subsequent editions, he questioned Chetwood’s involvement in “*a Business which no ways concerns him*” (*Pericles*, [69]). The allegations are “FOOLISH,” Walker argues, “for nothing can certainly be so vain or impudent as this Prompter’s answering publickly to a Charge that was never brought against him.” He further describes Chetwood’s allegation of piracy as “SCANDALOUS . . . for if they [Tonson and his associates] had any Right they would try it, which they have been oftentimes call’d upon to do, by R. Walker” (*Pericles*, [70]). The use of *scandalous*, a term that

23. Tiffany Stern, *Rehearsal from Shakespeare to Sheridan* (Oxford, 2000), 223. Chetwood served as prompter for Drury Lane from 1715 to 1720, and from the 1722–23 season to the 1740–41 season.

24. *London Journal*, Saturday, October 26, 1734 (no. 800), and Saturday, November 2, 1734 (no. 801); *London Evening Post*, Tuesday, October 29, to Thursday, October 31, 1734 (no. 1084); *Grub-Street Journal*, Tuesday, October 31, 1734 (no. 253); and *Universal Spectator and Weekly Journal*, Saturday, November 2, 1734 (no. 317).

25. *Pericles, Prince of Tyre*. By *Shakespear* (London: Printed by R. Walker, at Shakespear’s-Head, in Turn-again Lane, by the Ditch-side; and may also be had at his Shop the Sign of Shakespear’s Head in Change-Alley, Cornhill, and likewise at his Shop, the Sign of Shakespear’s Head and Hawk, between the Savoy and Somerset-House, in the Strand, 1734), [68]; hereafter cited as *Pericles*.

meant both libelous and irrelevant in a legal context, underscores Walker's framing of the battle in legal terms, a strategy made abundantly clear by a concluding note to the advertisement: "A compleat State of the Case between R. Walker and J. Tonson, supported by the Affidavits of the said R. Walker and James Harris, one of the said R. Walker's Servants, may be had at Shakespear's Head, in Turn-again Lane, Snow-Hill."²⁶

At the start of their contest over Shakespeare, Tonson issued his plays as soon as Walker did, or, as in the case of *Hamlet*, slightly ahead of his competitor. But when his efforts to bribe and bully Walker failed to work, Tonson sped up production, and, as the year came to a close, his edition neared completion.²⁷ In his final advertisement, as seen in his edition of *The Taming of the Shrew*, Tonson offered free title pages for each of the finished volumes and notified consumers "[t]hat any Play of *Shakespear's* that now is, or hereafter shall be out of Print, will be reprinted without Delay; so that all Gentlemen who have bought those Plays, shall not be disappointed, but may depend on having their Sets completed."²⁸ His suggestion of the scarcity of titles implies an eager market for his publications, while the pledge to reissue those out of print underscores his commitment to the consumer, as well as the correctness and uniformity of his collection. By contrast, Tonson argues that Walker lacks a basic understanding of the Shakespeare canon, and his ignorance should cause great concern over the accuracy of his editions:

Whereas one R. Walker has proposed to pirate all Shakespear's Plays, but through Ignorance of what Plays are Shakespear's, did, in several Advertisements propose to print Oedipus King of Thebes, as one of Shakespear's Plays; and has since printed Tate's King Lear instead of Shakespear's, and in that and Hamlet has omitted almost one half of the Genuine Editions printed by Tonson and Proprietors: The World will therefore judge how likely they are to have a complete Collection of Shakespear's Plays from the said R. Walker.²⁹

26. Walker subsequently suggested that Chetwood held a partial interest in Shakespeare's plays, and that self-interest motivated the prompter's involvement in the battle rather than a concern for the public good: "as Chetwood says himself, that he has a Share in some of Shakespear's Plays, I submit it to the Publick, whether he did not sign that Advertisement on Purpose to serve a Turn"; *The Second Part of Henry IV. Containing his Death: And the Coronation of King Henry V* (London: Printed by R. Walker, at Shakespear's-Head, in Turn-again Lane, by the Ditch-side; and may be had at his Shop, the Sign of Shakespear's Head in Change-Alley, Cornhill, 1734), [95]; hereafter cited as *IV Henry 2*.

27. All of Tonson's plays are dated 1734, which leads Dawson to claim, "this ought to mean, and probably does mean, that the last one was printed before December 31, 1734" ("Robert Walker's Editions of Shakespeare," 67n6). Tonson may have backdated his imprints, but the fact that he made no new charges against the rival Shakespeare after the one discussed here, and, more importantly, that Walker, too, ceased to mention either his competitor or his editions after the first month or two of 1735 suggests that the Shakespeare battle had ended.

28. *The Taming of the Shrew* (London: Printed for J. Tonson, and the rest of the Proprietors; and sold by the Booksellers of London and Westminster, 1734), [3].

29. Walker issued the plays in an idiosyncratic order, as indicated by his decision to commence his Shakespeare set with *The Merry Wives of Windsor*. Volume 1 contains (in order): *Hamlet*, *Julius Caesar*,

Walker is a pirate, Tonson declares, and not a very bright one.³⁰ Tonson's allegation appended to *Taming of the Shrew* provoked a detailed and legalistic defense from Walker. The back-and-forth charges demonstrate both booksellers' attempts to control the narrative of the battle, to characterize themselves as reputable and their counterparts as disreputable.³¹ Walker's advertisement to *Henry the Fourth, Part Two* opens with a boilerplate condemnation of the innumerable errors and flaws found in the plays "printed, or more properly pyrated by the said J. Tonson in Conjunction with his Accomplices" ([93]). From Tonson's earliest advertisements, as we have seen, he presented himself as an honest broker—civilized, ordered, and reasonable—as opposed to Walker, the antisocial, barbarous, and ignorant pirate. With this document, Walker reverses those positions, or at least muddles the differences, in order to draw attention to the question of literary property. To substantiate his claims, Walker offers his own account of the unseemly methods Tonson used to quash competition. Throughout the statement, he tends to refer to himself in the third person as "Mr. Walker," or "deponent," further adding to the authority of his testimony and the sense that his statements are part of a public trial. He presents Tonson and his associates as greedy monopolists who, in "an arbitrary Manner," have kept the price of separate plays artificially high. In contrast, Walker, "sensible of [Tonson's] grand Imposition," depicts himself as an advocate for the consumer and states that he began printing Shakespeare not for profit but "to free the Publick from the said Oppression."

According to Walker's account of Tonson's actions, the wealthy bookseller first threatened to use his vast wealth and resources to crush his rival. Not long after he published *Merry Wives*, Walker claims to have received a letter from "one Briggs an Attorney" who, acting under Tonson's direction, allegedly declared that his client would spend as much as £1,000 to put Walker out of business, "and likewise have him lock'd up in a Goal, and that it would be the ruin of him and his Family." Walker recounts that, upon receipt of the letter, he went to Tonson's home to settle the matter. The bookseller's poor health—he was "at that time ill of the Stone," an embarrassing personal detail that contrasts his weakened and removed state with the decisive and vital Walker—prevented the meeting from occurring. Tonson's servant, according to the narrative, informed Walker that his master would not go to the courts to settle the

Richard III, The Life and Death of Thomas Lord Cromwell, The Tempest, and The Merry Wives of Windsor. He printed the plays of each volume, not necessarily in the order in which they would be bound, and issued a general title page for it before he moved on to the next. Tonson ordered the plays in his set according to that of the First Folio, but, as the early publication of *Hamlet* indicates, did not issue them accordingly. Tonson's criticism of *King Lear*, which appeared in Walker's third volume, the last one of his set issued in 1734, most likely dates to December of that year.

30. I have not come across an advertisement by Walker in which he included *Oedipus* as one of Shakespeare's plays, but he did publish Tate's *Lear* in place of Shakespeare's original play: *The History of King Lear, and His Three Daughters: A Tragedy, As it is acted at the Theatres. By SHAKESPEAR. With Alterations by N. TATE* (London: Printed by R. Walker, 1734). I discuss his defense of this edition below.

31. "Historians of printing have," Adrian Johns argues, "misconstrued instances of alleged piracy in at least two senses. First, they have seen piracy, like fixity, as inherent in the object, and not as a contestable attribution. Second, . . . they have assumed cases of piracy to be exceptions, accidental (in the philosophical sense of the word) to the essentially stabilizing character of print"; *The Nature of the Books: Print and Knowledge in the Making* (Chicago, 1998), 32.

matter, “but would undersell him till he had put him down, which they doubted not would have been before now” (*IV Henry 2*, [92]).³²

Tonson did eventually turn to the courts to stop his competitor, but, far from settling the property rights, the action, as described by Walker, exposed them to further scrutiny.³³ Walker writes in his advertisement to *Henry the Fourth, Part Two* that Tonson and the bookseller William Feales, apparently a member of the “Proprietors,” recently charged him with slander rather than piracy as a means to burden him financially; “they have declined trying their pretended Right therein at Common Law, or in Equity, and to put R. Walker to Expences, have moved the Court of King’s-Bench, for an Information against him, on Account of his having Scandaliz’d them, in one of his Advertisements.” The “Subterfuge of Mess. Tonson and Feals,” Walker argues, “will appear to all unprejudiced Persons to be a tacit Acknowledgement of their not having any just Claim to the Works of Shakespear” (*IV Henry 2*, [93]). A news item carried in several London periodicals indicates that the “Duumvirate” did in fact present a complaint against Walker in early November. According to the *Daily Courant*, on “Saturday last . . . an Information was mov’d for against one Mr. Walker, for publishing a printed Paper, containing some Reflections on Mr. Jacob Tonson and Mr. Fields [that is, Feales], and the said Mr. Walker was ordered to shew Cause.”³⁴ Nothing appears to have come from their complaint.

“For the Support of the Truth of this Case,” Walker includes sworn affidavits in the advertisement to his edition of *Henry the Fourth, Part 2* that “plainly shew what Mr. Walker’s Adversaries have aimed at to suppress him, and raise the Plays to their former exorbitant Price” (*IV Henry 2*, [94]). Walker charges that Feales, acting on Tonson’s behalf, proposed a lucrative business proposition to cease the publication of both Shakespeare’s plays and “the other English Poets”; in exchange, Feales offered “to employ him this Deponent with constant Business in the Printing Trade, at a certain Price, by which this Deponent might clear (as this Deponent verily believes) the Sum

32. Walker goes on to accuse Tonson of what we would call predatory pricing: “It is very surprising in Tonson and his Accomplices to call themselves Proprietors of Shakespear’s Plays; if they have any just Claim to them, why do they not vindicate their Claim? They sell their Plays at a very great Loss; and let the World judge of Mr. Tonson’s old Ways; for could he suppress Mr. Walker, the publick must then pay dear for what plays they purchase, and certain it is, that he would hold them up at an advanced price, to re-imburse himself for the great Loss he sustains in the plays, which he now sells at an Underprice, on purpose to demolish Mr. Walker, which plainly shews the malicious Designs of Tonson and his Accomplices” [92]. Walker’s prediction came true, for after he stopped publishing Shakespeare’s plays, Tonson appears to have quickly raised the price of his back to 1 shilling apiece, the pre-battle price.

33. “Three Shakespeare Piracies in the Eighteenth Century,” *Studies in Bibliography*, vol. 1 (1948–49): 48–61 at 56. While Dawson writes that Feales “is first heard of in 1729,” notices in the press indicate that the bookseller had opened his shop at the sign of Rowe’s Head in the Strand by 1727. An early advertisement in the *Daily Post* announces the publication of Eliza Haywood’s *The Life of Madam De Villesache*, “Printed for W. Feales at Rowe’s Head in St. Clement’s Church-yard, and sold by J. Roberts in Warwick Lane” (Wednesday, April 26, 1727 [no. 2368]).

34. Tuesday, November 19, 1734 (no. 5812). This item also appeared in *London Evening-Post*, Saturday, November 16, to Tuesday, November 19, 1743 (no. 1092); *Grub Street Journal*, Thursday, November 21, 1734 (no. 256); and *Universal Spectator and Weekly Journal*, Saturday, November 23, 1734 (no. 320).

of 200 *l.* and upwards each Year.” Tonson and his group, Walker speculates, intended to cease production of these cut-rate plays and return the texts to their previous prices; “the Proposal afore-said, made to him by the above-mentioned William Feals, was done with no other View or intent, than that he the said William Feals in Conjunction with Mr. Tonson, might thereby have an Opportunity of raising the Plays again the exorbitant Price of 1 *s* each.” Walker declined the deal and instead “offered to try the [case] amicably by an Issue at Common-law” (*IV Henry 2*, [95]). The deposition concludes with his name above the authoritative statement: “*Sworn Dec. 7. 1734, in the Court held at the Sessions-House in the Old Baily, before me, E. Bellamy, Mayor.*”

A second deposition by James Harris, a worker in Walker’s shop, describes Tonson and Feales’s efforts to suborn him. Harris claims that Feales offered him five shillings each for the titles of the plays as Walker planned to print them, plus an additional fifty pounds when, and if, the bookseller went out of business. On another occasion, an unnamed “Servant to Mr. Tonson” offered Harris one guinea for each sheet of Walker’s plays that he brought to his master’s shop. Despite this tempting sum, Harris, cast in the role of the good and trusty servant, “refused, and tould the said Person he would not do any such Piece of Villany” (*IV Henry 2*, [96]). While Tonson did not attend this meeting, Harris states that he “verily believes, that what the said Servant proposed to him, was by the Order and Direction of his Master Jacob Tonson.” His testimony also concludes with his signature and the same notarization seen in Walker’s.

Through these affidavits, Walker constructs a narrative in which he, the individual and independent businessman, battles the monopolistic (and diseased) Tonson machine. Neither he nor his servant ever met face-to-face with Tonson. In Harris’s allegation, Tonson’s servant had approached him in the “back Part of Mr. Tonson’s Shop” (*IV Henry 2*, [96]); although Harris sensed Tonson’s guiding hand in the offer, he never saw the master. As previously noted, Tonson also kept a rhetorical distance from his advertisements, his name infrequently appearing, and even then, only as part of a group, “*J. Tonson, and the other Proprietors of the Copies of Shakespear’s Plays*” (*Merry Wives of Windsor*, [71]). While Tonson is an aloof and spectral presence, one who orchestrates inequitable business practices from a distance and dispatches his subordinates to carry them out, Walker depicts himself as actively involved (and present) in the day-to-day operations of his shop. In the competitive market, Walker suggests, booksellers have a close relationship to the property they produce, and they conduct business in the open. In contrast, Tonson, an avatar of the ruling class and the aging trade, works invisibly behind the scenes and employs a range of deceptive strategies to maintain his monopolies.

Walker closes his defense with a rebuttal to Tonson’s charge of his ignorance of Shakespeare’s plays. It should come as no surprise that he once again turns the accusation against his rival. To prove that Tonson could not discern the true Shakespeare text, Walker provides “*A Specimen of some of Tonson’s Omissions and Blunders in the Tragedy of King Lear, which render the same useless and unintelligible*” (*IV Henry 2*, [96]). Proceeding once again in a methodical, legalistic manner, he attempts to discredit his rival’s edition of the play, a bold move given that Walker claims Tate’s adaptation as the

legitimate version. The defective state of Tonson's *Lear*, Walker argues, is symptomatic of all of his rival's Shakespeare reprints, which contain "innumerable Omissions and Blunders . . . insomuch that there is scarce one Play that is perfect." "[E]ach Vol. of Tonson's," he concludes, "may be called a Gallimaufry of Scraps and Nonsense."

Tonson apparently finished reprinting all of Shakespeare's plays in December, but at the start of the new year, he took to the popular press one last time to denounce Walker's actions. On January 13, 1735, he published proposals for "A Select Collection of TRAGEDIES and COMEDIES. Written by the most celebrated Poets" (see the appendix, pp. 111–12).³⁵ The catalog of "celebrated Poets" contains many of the names found in Walker's proposed collection of English plays and Feales's *The English Theatre*. Yet the list of more than thirty booksellers collecting subscriptions for the project—a veritable who's who of the trade headed by Tonson and including Charles Rivington, Thomas Longman, John Knapton, and William Innys, to name a few—commands the reader's attention. A note following this roll connects these proposals to Walker's Shakespeare reprints:

N.B. The present Proprietors of the Copy-Right of Shakespear's plays having legally enjoy'd the same upwards of Thirty Years, by Virtue of Assignments made to them for valuable Considerations, from Persons who became intitled thereto by Virtue of other Assignments heretofore made from one Family to another, and who have quietly possess'd the same for near One Hundred Years before the last Assignments to the present Proprietors; and this too, at a Time when no particular Law was in being to secure any such Right to the Purchasers of such Copies; which said Right was always deemed by the whole Trade, and taken in Law, to be equally secure as a Purchase of any other Kind; and has been frequently settled in Marriage and bequeath'd by Will as a Provision for Children's Support and Maintenance; and as this Practice has ever been held and esteem'd sacred among all Booksellers and Printers, who have any regard for their good Name, so it has been and now is a settled and establish'd Rule with all Men of Reputation in the Trade, not to break in upon each other's Copies; but that every Person may fully enjoy the Right of what he has so fairly and honestly paid for.

Tonson begins by tracing an ostensibly uninterrupted history of ownership of Shakespeare's plays, from the earliest copyholders to the current proprietors. During this time, he argues, the trade has regulated itself in a civil and orderly fashion: property rights have passed from one generation to the next, and members have maintained

35. *London Evening Post*, Tuesday, January 14, to Thursday, January 16, 1735 (no. 1117); January 16 to January 18 (no. 1118); and January 18 to January 21 (no. 1119). A shortened version on the proposals also appeared in the *London Daily Post, and General Advertiser*, Friday, February 14, 1735 (no. 89); Monday, February 17, 1735 (no. 91); and Wednesday, February 19, 1735 (no. 93).

their own good names and the reputation of the trade by holding each other's assignments inviolate. Thus, "to prevent Gentlemen from being imposed on by R. WALKER and others, who have lately piratically printed some Plays, very imperfectly and full of Errors," Tonson and the other proprietors plan to challenge him to another price war.

Following these proposals, Tonson's and Walker's vigorous back-and-forth efforts to vilify the other and his editions cooled. Walker continued to produce one play a week, but his subsequent advertisements did not open any new lines of attack; instead, he excerpted and reprinted those already published. Beginning with volume 5 of his seven-volume edition he stopped including advertisements altogether. He expanded his trade rapidly, perhaps in response to early consumer interest in his project, opening two new outlets for his books, but his business contracted just as quickly.³⁶ The imprints to *The Yorkshire Tragedy*, *Coriolanus*, and *Cymbeline*, among the last plays he printed, indicate that he had consolidated his activities into a single office "Next to the White-Horse Inn in Fleet Street." He completed his Shakespeare reprints in the spring of 1735; not long after, he sold some of the ornaments he had used in his plays, further evidence, Dawson observes, that the battle with Tonson had taken a heavy financial toll on his business.³⁷ Walker abandoned Shakespeare and his plans for printing the "English PLAYS," in all likelihood to staunch the hemorrhaging of cash.³⁸ William St. Clair suggests that Tonson stockpiled his own unsold copies as a "strategic reserve ready to flood the market at predatory prices if another Walker were ever to appear."³⁹



The anonymous engraving entitled *The Rival Printers*, published in 1735, memorializes the battle between Tonson and Walker. It depicts neither the interior of the booksellers' shops nor a courtroom, but a public square where the two printers compete for Shakespeare (figure 1).⁴⁰ The artist literalizes the aggressive and combative rhetoric of these "Two Brothers of the Press" in the somewhat darkened bodies of their subordi-

36. In addition to his shop "at Shakespear's-Head, in Turn-again Lane, by the Ditch-side," by the close of 1734, Walker's imprint also listed addresses "at the Sign of Shakespear's Head in Change-Alley, Cornhill," and also "at the Sign of Shakespear's Head and Hawk, between the Savoy and Somerset-House, in the Strand" (*Antony and Cleopatra. A Tragedy. As it is Acted at the Theatres. By Shakespear* [London, 1734]). Encouraging sales may have led Walker to expand his business, but, as Dawson adds, "it is possible . . . that the expansion was the result of ill-founded hope" ("Robert Walker's Editions of Shakespeare," 72).

37. *Ibid.*, 72–75.

38. Dugas, *Marketing the Bard*, 228. By the summer of 1737, Feales's business also appears to have failed, and newspapers announced his bankruptcy. See *Daily Gazetteer*, Wednesday, August 10, 1737 (no. 663); *Daily Post*, Wednesday, August 10, 1737 (no. 5589); *Weekly Miscellany*, Friday, August 12, 1737 (no. 242); and *Universal Spectator and Weekly Journal*, Saturday, August 13, 1737 (no. 462).

39. William St. Clair, *The Reading Nation in the Romantic Period* (Cambridge, 2004), 155.

40. Item no. 1811 in the *Catalogue of Political and Personal Satires Preserved in the Department of Prints and Drawings in the British Museum*, 11 vols. in 12 (London, 1870–1954), 2:672–73. Someone has written "1728" in the lower right hand corner of the image, but I agree with Dugas that the action and characters depicted point to 1735 as the actual date of publication (*Marketing the Bard*, 225n). See also Dugas's discussion of the image at 225–28.



FIGURE 1. *The Rival Printers*. British Museum, 1868,0808.3522. © The Trustees of the British Museum.

nates, two printer's devils of equal size and stature, who appear in the bottom right corner. Wielding inking balls bearing the words "Walkers Shakespear" and "Tonsons Shakespear," respectively, they bandy blows in place of their masters. Eager consumers trail the booksellers, who pour out copies of their single editions of Shakespeare's plays on the ground. The caption to the engraving conveys the battle's theatricality, asserting that "Both [men] seem dispos'd to entertain the Town" and that "The Operation of your mutual Spleen, / Presents us, Weekly, with a pleasing Scene." That the battle takes place alongside dancers and tumblers (above) and costumed dancing dogs (below) positions it as yet another form of entertaining public spectacle. Drawn out of his grave by the bruising nature of the battle, the Ghost of Shakespeare rises at the center of the image and "intreat[s] the two very wise men not to be so inhuman to his Ashes."

The engraving describes Walker and Tonson in terms not used in modern accounts of their battle: they were "rivals," equally capable of publishing Shakespeare. These "Two Brothers of the Press," the caption observes, have undertaken their battle over Shakespeare "With equal Candour, and with equal Sense." Certainly, the satiric depiction of their publishing "Scheme" ridicules their "Candour" and "Sense," but the engraving presents Walker as a well-matched rival of Tonson's, a threatening opponent

rather than a minor figure, outsider, or upstart.⁴¹ Only wealth, *The Rival Printers* insists, distinguishes the “Brothers.” Walker, “whome no Blush can dash,” the caption states, “Has all thy [Tonson’s] Qualities, but wants thy Cash.”⁴² “And tho’ malitious Mortals call ye Ninnies,” the caption concludes, “Stake one his Liberty, and one his Guineas.” The image underscores this economic imbalance: while a stream of coins flows out of Tonson’s deep pockets, an “Impertinent Bailiff” catches Walker by the shoulder. The Bailiff, the sole representative of the law in the image, underscores the financial toll the battle took on Walker. Though such officers had a range of functions during the period, they commonly arrested individuals for outstanding debt. The figure also returns us to the contested nature of copyright at this time. Rather than risking his monopoly over Shakespeare in the courts, Tonson “Stake[s] . . . his Guineas” to break Walker financially. His decision to dump his plays and his wealth in the public square suggests that the formidable Tonson had his own doubts about his claim to Shakespeare under the terms of the new copyright law.

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41. Despite Tonson’s reputation for producing refined and responsibly edited books, the engraving presents them as indistinguishable from Walkers’: both men issued cheap and error-ridden editions of the plays. Figure “H” in the image represents “a Man of Patiencen employ’d in the endless Work of Marking out the Blunders in the new rival Editions of Shakespear.”

42. The engraving’s key reiterates the point that money alone separates the two men. It describes Tonson as “a very wise and rich man in the Strand pouring out a sack of Shakespear plays to the Hawkers at two pence a piece,” and Walker as “another very wise but not a very rich man pouring out a Satchel of the same Author’s Works at Three pence a piece.”

APPENDIX

Transcription of advertisement in *The London Evening Post*, Tuesday, January 14, to Thursday, January 16, 1735 (no. 1117)

Jan. 13, 1735.

P R O P O S A L S

For Printing, Weekly, by SUBSCRIPTION,
Select Collection of TRAGEDIES and
COMEDIES. Written by the most celebrated Poets,
viz.

SHAKESPEAR,	}	STEELE,	}
BEN JOHNSON,		OTWAY,	
BEAUMONT and		SOUTHERN,	
FLETCHER,		VANBRUGH,	
Lord ORRERY,		SHADWELL,	
DRYDEN,		PHILIPS,	
ETHERIDGE,		CIBBER,	
CONGREVE,		TRAP,	
ADDISON,		FENTON,	
ROWE,		YOUNG, &c.	

I. These Plays will be printed in Twelves, with a new Letter, on a fine Paper, in the most beautiful Manner, with a Frontispiece to each; which will far exceed any former Editions printed either here or abroad.

II. One compleat Play, stitch'd in blue Paper, shall be deliver'd every Week at the Subscribers Houses at the Price of Six-pence, and no more, which is only half the Price they were formerly sold for; and many of these Plays will make Five Sheets at least.

III. General Titles will be printed and given gratis to the Subscribers to bind up with each Author's Work.

IV. The first Play will be deliver'd on Tuesday the 28th Day of this Instant January, and on every Tuesday following, 'till this Work is completed.

V. The Subscribers are desired to give in their Names and Places of Residence to Jacob Tonson, Bookseller, in the Strand, where Proposals may be had: Likewise Subscriptions are taken in by

D. Midwinter,	}	Paul's Church-yard,
R. Robinson,		
C. Rivington,		
T. Astley,		
S. Austen,		
A. Bettesworth and Comp.	}	Pater-noster-Row.
T. Longman,		
J. Batley,		
J. Knapton and Comp.	}	Ludgate-street.
W. Innys and Comp.		
S. Birt,	}	Ave-Mary-Lane.
R. Ware,		
E. Symon,	}	Cornhill.
J. Brotherton,		
T. Cox,		
W. Meadows,		
T. Hatchet,		

- J. Gray, } Poultry,
- R. Hett, }
- J. Clark, Duck Lane,
- R. Williamson, Holbourn,
- J. Pemberton, }
- L. Gilliver, } Fleet-street,
- T. Worrall, }
- E. Cogan, }
- B. Motte, }
- D. Browne, }
- F. Clay, } Strand.
- W. Bickerton, }
- W. Feales, }
- J. Parker, Pall-Mall.
- B. Barker, Bowling-Yard, Westminster.
- J. Stagg, Westminster-Hall.

And by most Booksellers in Town and Country, where a Specimen of the Work may be seen.

N.B. The present Proprietors of the Copy-Right of Shakespear's Plays having legally enjoy'd the same upwards of Thirty Years, by Virtue of Assignments made to them for valuable Considerations, from Persons who became intitled thereto by Virtue of other Assignments heretofore made from one Family to another, and who have quietly possess'd the same near One Hundred Years before the last Assignments to the present Proprietors; and this too, at a Time when no particular Law was in being to secure any such Right to the Purchasers of such Copies; which said Right was always deemed by the whole Trade, and taken in Law, to be equally secure as a Purchase of any other Kind; and has been frequently settled in Marriage and bequeath'd by Will as a Provision for Children's Support and Maintenance: And as this Practice has ever been held and esteem'd sacred among all Booksellers and Printers, who have any Regard for their good Name, so it has been and now is, a settled and establish'd Rule with all Men of Reputation in the Trade, not to break in upon each other's Copies; but that every Person may fully enjoy the Right of what he has so fairly and honestly paid for:

Wherefore the present Proprietors of the said Copies have determined, in their own Defence, to print these Plays at so cheap a Rate, to prevent Gentlemen from being imposed on by R. WALKER and others, who have lately piratically printed some Plays, very imperfectly and full of Errors, being so maimed by Words and whole Lines left out in many Places, that the Sense is quite lost: Which unfair Method of Proceeding, being to the manifest Injury of the fair Trader, and to the Prejudice of the Proprietors of the Copy-Right of the said Plays, many of which Copies belonging to Widows and Orphans, who have nothing else to subsist upon but the Profits arising by printing the same; it is therefore hoped the above Reasons will give intire Satisfaction to Persons of all Degrees, and will induce them to encourage this reasonable Proposal.