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CATHERINE CLIVE

THE CASE

OF

Mrs. *CLIVE*

(1744)



Introduction by

RICHARD C. FRUSHELL

To

H.T. Swedenberg, Junior

founder, protector, friend



Where could they find another formed so fit,
To poise, with solid sense, a sprightly wit?
Were these both wanting, as they both abound,
Where could so firm integrity be found?

The verse and emblem are from George Wither, *A Collection of Emblems, Ancient and Modern* (London, 1635), illustration xxxv, page 35.

The lines of poetry (123-126) are from "To My Honoured Kinsman John Driden," in John Dryden, *The Works of John Dryden*, ed. Sir Walter Scott, rev. and corr. George Saintsbury (Edinburgh: William Patterson, 1885), xi, 78.

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INTRODUCTION

Among other things, the licensing act of 1737 stipulated that Covent Garden and Drury Lane exclusively were the patented and licensed theaters (respectively) in London, a fact directly related to the revolt of prestigious players six years later. Although there were sporadic performances of "legitimate" drama in unlicensed playhouses between 1737 and 1743, full-time professional actors and actresses were in effect locked into the approved theaters during the regular theatrical season. Suspecting a cartel directed against them personally and professionally by the "Bashas" Rich at Covent Garden and Fleetwood at Drury Lane,^[1] the players from Drury Lane in the summer of 1743 banded together and refused to perform the next season until salaries and playing conditions improved. Tardy and partial payment of salary was the surface sore point, unprincipled and unwarranted manipulation by the managers the underlying one. As the Macklin-Garrick quarrel attests,^[2] the conflict was not only between labor and management; but the latter confrontation is central to the conflict in 1743 and the subject of *The Case of Mrs. Clive Submitted to the Publick*, published in October, 1744, by which time Catherine (Kitty) Clive had established herself as not only first lady of comedy but also as somewhat of a patriot of the acting profession and the Drury Lane company.

Coming to Drury Lane in 1728 while still in her teens, Kitty Rafter (1711-1785) quickly became a favorite of the town by virtue of her singing voice, vivacity, and gift for mimicry. Admired first as a singing actress, Miss Rafter in 1731 gave unequivocal notice of her considerable talent as a comic actress in the role of Nell in Coffey's *The Devil to Pay*, one of several hundred she mastered. Her specialties: Flora in *The Wonder*, Lady Bab in *High Life Below Stairs*, Lappet in *The Miser*, Catherine in *Catherine and Petruchio*, Mrs. Heidelberg in *The Clandestine Marriage*, and the Fine Lady in *Lethe*. Mrs. Clive's (on 4 Oct. 1733, Miss Rafter married George Clive, a barrister) popularity as comedienne and performer of prologues and epilogues is indicated by the frequency of her performances and long tenure at Drury Lane (she retired in 1769) and documented by the panegyrics of Fielding, Murphy, Churchill, Garrick, Dr. Johnson, Horace Walpole, Goldsmith, fellow players, contemporary memoir writers, and audiences who admired her.^[3] Dr. Johnson, I feel, gives the most balanced, just contemporary appraisal of Mrs. Clive the actress: "What Clive did best, she did better than Garrick; but could not do half so many things well; she was a better romp than any I ever saw in nature."^[4] Part of the half she could not do well were tragedy roles, attested to by Thomas Davies, who comments on her performances as Ophelia in *Hamlet* and Zara in *The Mourning Bride*: "Of Mrs. Clive's Ophelia I shall only say, that I regret that the first comic actress in the world should so far mistake her talents as to attempt

it." And on Zara, "for her own benefit, the comic Clive put on the royal robes of Zara: she found them too heavy, and, very wisely, never wore them afterwards."^[5] Part of the half she could do well is noticed, once again, by Davies: particularly adroit and distinguished in chambermaid parts, Mrs. Clive

excelled also in characters of caprice and affectation, from the high-bred Lady Fanciful to the vulgar Mrs. Heidelberg; in country girls, romps, hoydens and dowdies, superannuated beauties, viragos and humourists; she had an inimitable talent in ridiculing the extravagant action and impertinent consequence of an Opera-singer—of which she gave an excellent specimen in *Lethe*. Her mirth was so genuine that whether it was restrained to the arch sneer, and suppressed half-laugh, or extended to the downright honest burst of loud laughter, the audience was sure to accompany her [my punctuation].^[6]

Mrs. Clive's stature as a comic actress would, then, seemingly make her a prize for Rich or Fleetwood, but they did their best to thwart her career and happiness at their theaters.

I suspect that their motivation in so doing was fear that her temper, her influence with other actors and her audiences, and her strong loyalty to her profession would hinder their legislated power to control absolutely London theaters, players, and audiences in 1743. Not much investigation is required to see Mrs. Clive at her clamoring best, at various times head to head with Susannah Cibber, Peg Woffington, Woodward, Shuter, or Garrick. Her letters to Garrick show that as late as the sixties she was quite capable of vitriol when she felt that she or her friends were unjustly treated. Tate Wilkinson was surely correct in describing her as "a mixture of combustibles; she was passionate, cross, and vulgar," often simultaneously.^[7] If this were the case in mere greenroom tiffs or casual correspondence, how the ire of "the Clive" must have been excited by the cartelists, who did their utmost to keep her out of joint and almost out of sight.

In 1733, Fielding, who furthered Mrs. Clive's career by writing and editing parts of his plays for her and publicly praising her as a woman and as an actress, wrote the following encomium on her professional integrity in his "Epistle to Mrs. Clive," prefatory to *The Intriguing Chambermaid*:

The part you have maintained in the present dispute between the players and the patentees, is so full of honour, that had it been in higher life, it would have given you the reputation of the greatest heroine of the age. You looked on the cases of Mr. Highmore and Mrs. Wilks with compassion, nor could any promises or views of interest sway you to desert them; nor have you scrupled any fatigue ... to support the cause of those whom you imagine injured and distressed; and for this you have been so far from endeavouring to exact an exorbitant reward from persons little able to afford it, that I have known you to offer to act for nothing, rather than the patentees should be injured by the dismissal of the audience.^[8]

Fielding is, of course, referring to the 1733 dispute in which Mrs. Clive (and Macklin) among the principal players stayed with the ineffective proprietor of Drury Lane, John Highmore. Jealous that Highmore and not he gained control of Drury Lane after former shareholders either died or sold out, Theophilus Cibber demanded, among other things, that Highmore share profits with his players rather than pay fixed salaries. He then led the Drury Lane players in revolt in the autumn of 1733 to the New Haymarket where they played without a license until March of the 1733-1734 season, at which time they returned to Drury Lane under the new management of Fleetwood. The actors at least partially won this battle, and although Highmore tried to have the vagrant act enforced, the players returned to Drury Lane unscathed. With Highmore gone, a period of uneasy peace obtained. The players, however, were not to win so easily the next dispute, the one that took place after the passage of the licensing act.^[9]

Mrs. Clive's decision to stay with Highmore rather than defect was probably made because "two women—Mrs. Wilks, the widow of her [Kitty's] old theatrical idol, and Mrs. Booth—were in he[* the? her?] direction" of the theater.^[10] But in light of Fielding's words and her actions and statements in regard to the welfare of Drury Lane and its actors throughout her career, I believe that Mrs. Clive, although not pleased with aspects of Highmore's reign, also refused to defect because she felt that the manager was basically in the right, that her fellow players would be destitute or at least open to hardship without employment there, and that the audiences would take offense at such unprofessional and selfish behavior from their "servants." The "Town," as her own play *The Rehearsal* (l.i. 159-170) shows, was always her judge in matters professional.

Fielding's prologue to his revised *Author's Farce* (1734), spoken by Mrs. Clive, compares the settled, prosperous former days at Drury Lane with those of 1734, when "... alas! how alter'd is our Case! / I view with Tears this poor deserted Place."^[11] With few exceptions, the "place" continued strangely in decline even with a competent company and often with a full house. The falling-off continued until the advent of Garrick, who with Lacy in 1747 co-managed the theater into a new era.

From the mid-thirties until 1743, Mrs. Clive appears in roles she had made famous as well as those newly written with her particular talents in mind. Fielding, turning more and more to political satire and soon to another literary form, had little need of her services;^[12] but others did, and the years between the licensing act and 1743 find Mrs. Clive in demand as the affected

lady of quality, speaker of humorous epilogues, performer in Dublin, and singer of such favorites as "Ellen-a-Roon," "The Cuckoo," and "The Life of a Beau." This period is also marked by Mrs. Clive's first professional venture with David Garrick, in his *Lethe*, the beginning of a relationship to become one of the most tempestuous and fruitful in all theater history.

As I intimated at the outset, the licensing act mainly troubled the London players because of the power of monopoly it invested in Fleetwood and Rich. Not only were the forums for dramatic presentation now restricted, but so was professional freedom. The problem, therefore, was as much philosophical as it was geographical. From the sixteenth century to 1737, English players had some freedom (albeit limited) to rebel from intolerable authority and to form their own company.^[13] This freedom, this choice, as Lord Chesterfield pointed out in his speech against the act, was severely attenuated in 1737, and was to remain so in varying degrees until the monopoly the act allowed was legislated dead in 1843. But it was a cartel between the managers that the players most feared, and there is evidence in the pamphlets growing out of the struggle of 1743 that such a fear was well-founded.

The playing conditions at Drury Lane in the early forties were not good, a situation directly attributable to the ineptitude and highhandedness of Fleetwood (and his treasurer Pierson) and his refusal to pay salaries in full and on time. The manager's accommodating side-show performers in his company did not help. Macklin, as Fleetwood's lieutenant, had to try to pacify actors, workmen, creditors; as actor he commiserated with the players. With the coming of Garrick from Goodman's Fields to Drury Lane late in the 1741-1742 season and with a progressively disgruntled Clive all the principals in the revolt are under one—leaky—roof.

In light of the number and variety of the published commentary which accompanied the revolt, perhaps a highlighting of Clive's *Case* would be the most efficient way to elucidate some of the major difficulties involved. After addressing herself to "the Favour of the Publick," with encouragement from her friends,^[14] Mrs. Clive strikes the key note of her essay: injustice and oppression, specifically seen in the cartel's threat to "Custom," an iterative word throughout the essay. Mrs. Clive first speaks of salary, a matter obviously important to her "Liberty and Livelihood."^[15] One writer on the dispute, in a quasi-satirical tract, denounces the managers in this regard and in so doing echoes Mrs. Clive: "When there are but two Theatres allowed of, shall the Masters of those two Houses league together, and oblige the Actors either to take what Salary or Treatment they graciously vouchsafe to offer them, and to be parcelled out and confined to this House or t'other, just as they in their Wisdoms think meet; or else to be banished the Kingdom for a Livelihood? This is Tyranny with a Vengeance—but perhaps these generous noble-spirited Masters may intend their Performers a Compliment in it, and by thus fixing them to one Place, effectually wipe off that odious Appellation of Vagabonds, which has been sometimes given them."^[16] The licensing act, subsequent cartel, and mistreatment of players were then not only in the mind of Mrs. Clive. Treated in most of the arguments for or against the players was salary, but it was only a cover hiding an underlying malaise.

Implying that the managers set out to ruin certain performers, including herself, Mrs. Clive accuses them of putting on "a better Face to the Town" by publishing (inaccurate) salary figures—a ploy to get public sanction for lower salaries. Mrs. Clive alludes to salaries published ostensibly by Fleetwood in the papers (e.g., *Gentleman's Magazine*, XIII, October 1743, 553), where the pay of such lights as Garrick, Macklin, Pritchard, and Clive in the 1742-1743 season is made to seem higher than the salaries of such worthies as Wilks, Betterton, Cibber, and Oldfield in the 1708-1709 season. The actors, in presenting their case (*Gentleman's Magazine*, XIII, November 1743, 609), hit at Fleetwood for citing 1708-1709 salaries, for "the Stage [then] both of *Drury-Lane* and the *Hay-market*, were in so wretched a Condition ... as not to be worth any body's Acceptance." The players use instead salaries of the 1729 players "to place the salaries of the present Actors in a true light," since the stage in that year flourished. In 1729, Wilks, the highest paid actor, earned more than his later equal, Garrick. All other principals' salaries were comparable.

The main complaint of Fleetwood's company, then, was not only base salary but the "Fallacy" of the manager's account and his "setting down besides the Manager's Charges, every benefit Night, what is got by the Actor's own private Interests in Money and Tickets, as also the Article of 50L for Cloaths, added to the Actresses Account, which is absolutely an Advantage to the Manager, as they always lay out considerably more." This evidence, if not in itself damning to Fleetwood's designs toward his actors, at least indicates the internecine breach at Drury Lane. (The inter-theater conflict, important for its effect on repertory and morale, is adequately examined in theater histories and lies outside my interests in this essay.)

Mrs. Clive admits, however, that reduced, unpaid, or "handled" salaries were not the first fear of the actors; it was instead, she says, the fear of what "would happen from an Agreement supposed to be concluded betwixt the two Managers, which made 'em apprehend, that if they submitted to act under such Agreements, they must be absolutely in the Managers Power." As the writer of *The Case Between the Managers* (p. 11) presents it, a conversation between a personified Covent Garden and Drury Lane would have gone like this: "Well, but, Brother *Drury*, we can manage that matter [how to keep audiences]—Suppose you and I make a Cartel; for instance, agree for every other Theatre, and oblige ourselves by this Cartel to reduce by near one half the Salaries of our principal Performers—I'gad, we may cramp 'em rarely this way—they must serve us at any rate we tax their Merit at, for they'll then have no where else to go to." Drury Lane responds, "D—n me, if that is not divinely thought—my dear Friend, give me a Kiss."

Late in the summer of 1743, several months before the salary figures described above, Garrick, Macklin, Clive, and Mrs. Pritchard among the principal players attempted to obtain another license to set up their own company in the Haymarket: shades of 1733. They applied to the Chamberlain Grafton—who denied it, in part perhaps because put out that Garrick commanded over £500 a year. There was no chance, therefore, to sidestep the monopoly effected by the licensing act. Leading the secession, Garrick agreed with his colleagues to stay out until redress was forthcoming. Redress did not come, the defectors lost, Fleetwood won. He starved them in not out, Garrick was persuaded to return to Drury Lane (which he does in early December, 1743) by the entreaties of several of the destitute seceded players who asked him to accede to Fleetwood's terms. As Garrick explains to Macklin (see note 2), he did so because he had the economic welfare of his fellow actors at heart. Macklin infuriated with him and Clive disappointed in him, both refused to accept Garrick's decision, and hence became renegade. Macklin, uninvited back by Fleetwood, admired Olive's decision to have no part in signing a petition presented to her by her fellow defectors who understood that the refusal of a separate license dissolved their bond. Macklin writes in his Reply to *Mr. Garrick's Answer* (p. 27) that "it ought to be known that when this Letter was carried to Mrs. Clive, and her Name to it desired, she had the Honour and Spirit to refuse, upon any Consideration, to be made so ridiculous a Tool to so base a Purpose."

Others were not so generous as Macklin. The author of *The Disputes between the Director of D —y, and the Pit Potentates*, one "B.Y.," champions the cause of the non-principal players against such as Mrs. Clive, "for the low-salary'd Players are always at the labouring Oar, and at constant Expence, while the rest are serv'd up once or twice in a Week each, as very fine Dishes," one of whom, he says, is Mrs. Clive, an "avaritious" person whom he is confident "has found, and feels, her Error by this Time."^[17] The writer then details the particular hardships of Mrs. Roberts, Mrs. Horton, and Mr. Mills, hardships caused by such greedy principals as Clive. B.Y. obviously chose to ignore the compassion of Mrs. Clive for the low-salaried players expressed in her Case.

Evidence that Mrs. Clive was in no position to be avaricious and that a debilitating cartel in fact existed is found in her own essay. When the defected players returned to Drury Lane (except Macklin, whom Fleetwood considered the cause of the theater's troubles) late in 1743, Fleetwood offered Mrs. Clive a salary incompatible with her talent and lower than his previous "agreements" with her. Clive says, "They were such as I was advis'd not to accept, because it was known they were proposed for no reason but to insult me, and make me seek for better at the other Theatre; for I knew it had been settled, by some dark Agreement, that Part of the Actors were to go to Covent-Garden Theatre, and others to Drury-Lane."

Led to believe that she would find comfort and acceptance at Covent Garden based on previous encouragement by Rich to have her join his company,^[18] Mrs. Clive realized that the dark agreement was a fact, for "When I apply'd to him, he offered me exactly the same which I had refused at the other Theatre." She managed a bit more salary, however, and out of necessity agreed to play. More rankling to Mrs. Clive than basic salary was her being forced to pay for her benefit. The extant Clive-Garrick correspondence points to the pride she took in not only a "clear" benefit but one held during that part of the month she dictated. As is the case with salary, the basis for this complaint was unreasonable manipulation by the managers, loss of freedom, and an unjustified break with tradition: "I had had one [a benefit] clear of all Expence for Nine Years before; an Advantage the first Performers had been thought to merit for near Thirty Years, and had grown into a Custom."

Mrs. Clive did not regularly play for Rich until December 1743, from which time she "determined to stay there," doing all in her power to please her audiences and him. Yet she "found, by his Behaviour to me, it was designed I should not continue with him." Clive's specific exposition of Rich's mistreatment of her is a portrait of an actress aware of her worth and of a manager at his worst. Fired from Covent Garden—against custom and justice—at the end of the season without being told, Mrs. Clive could not arrange to play in Ireland, where she was a great favorite,^[19] for Rich's cheat did not become clear to her until summer was too far advanced. Clive says it all when she observes "it is unlawful to act any where but with them." Fleetwood was the only alternative for the next season, and he still owed her £160. 12s. At the time of Clive's Case (October, 1744) Fleetwood had not yet contacted her for engagement at Drury Lane even though he could not "but know I am disengag'd from the other Theatre." Nor could have Clive expected much of a salary from him even if he did call on her since the last season he offered her "not near half as much as he afterwards agreed to give another Performer, and less than he then gave to some others in his Company." Mrs. Clive could not but conclude that the managers were in league to distress her.^[20] In the final third of her essay, Mrs. Clive presents a rather touching account of the personal costs of a piece of legislation which was itself manipulated and "interpreted in the narrow sense of forming the legal safeguard to the patent monopoly."^[21]

The "Ladies" who had promised their protection to Mrs. Clive obviously were influential in convincing Rich to re-hire her, for less than one month after the appearance of Clive's Case the Prince of Wales and his Princess sponsored at the Haymarket a concert for her benefit,^[22] and her name is regularly listed in the Covent Garden playbills soon after. The absence of publicity from Mrs. Clive, or about her, suggests that her second short year at Covent Garden was fairly acceptable to all concerned, although Portia in *The Merchant of Venice* was hardly her forte.

The next season finds her back at Drury Lane, where she reigns uncontested queen of comedy for more than twenty years. In addition to the return of Clive, the 1745-1746 season (one poor in

attendance and new plays) at Drury Lane is noteworthy because of a reinstated Macklin, a de-throned Fleetwood, a new manager (Lacy), a well-balanced company soon to be augmented by player-manager Garrick, prospects for a bright future—and a theatrical monopoly stronger than ever.^[23] In the latter regard Mrs. Clive's case is revealing in that it gives a new emphasis to the epithet His Majesties' Servants.^[24]

Indiana State University

Terre Haute

NOTES TO THE INTRODUCTION

[1]

The Dramatic Congress (London, 1743). Throughout I use short titles.

[2]

Three major documents concerning this quarrel are published under the title *Mr. Macklin's Reply to Mr. Garrick's Answer* (London, 1743).

[3]

Mrs. Clive's four afterpieces, with their allusions to her personality and career, are equally revealing. I treat this subject in "An Edition of the Afterpieces of Kitty Clive," Diss. Duquesne Univ. 1968, and "The Textual Relationship and Biographical Significance of Two Petite Pieces by Mrs. Catherine (Kitty) Clive," *RECTR*, 9 (May 1970), 51-58, and "Kitty Clive as Dramatist," *DUJ*, N.S., 32 No. 2 (March 1971), 125-132.

[4]

James Boswell, *Boswell's Life of Johnson*, ed. George Birkbeck Hill, rev. L.F. Powell (Oxford: Clarendon Press, 1934-1950), IV, 243.

[5]

Dramatic Miscellanies (London, 1785), III, 131, 376.

[6]

Quoted by [John Genest], *Some Account of the English Stage* (Bath: H.E. Carrington, 1832), V, 230.

[7]

Memoirs of His Own Life (York, 1790), II, 257. See *Theatrical Correspondence in Death. An Epistle from Mrs. Oldfield* (London, 1743), p. 7.

[8]

The Complete Works of Henry Fielding, Esq., ed. William Ernest Henley (New York: Croscup & Sterling Co., [1902]; reprinted Barnes & Noble, 1967), X, 277-278.

[9]

For a useful exposition of the 1733 and 1743 disputes in terms of the licensing act see Watson Nicholson, *The Struggle for a Free Stage in London* (Cambridge, Mass.: Archibald Constable & Co., 1906.).

[10]

Percy Fitzgerald, *The Life of Mrs. Catherine Clive* (London: A. Reader, 1888), p. 24. P.J. Crean, "The Life and Times of Kitty Clive," Diss. Univ. of London, 1933, is, however, the authority on Clive's life. I am indebted to Professor Crean.

[11]

Quoted in Mary E. Knapp, *Prologues and Epilogues of the Eighteenth Century* (New Haven: Yale University Press, 1961), p. 69.

[12]

Yet, with Fitzgerald (*Life*, p. 34), I believe that Fielding could have helped Mrs. Clive ready her Case for the press. Certainly the "correctness" of that printed text could not have been achieved by her alone. Cf. Clive's MS letters, Appendix, "An Edition of the Afterpieces."

[13]

See Crean, "Life and Times," p. 215. A pertinent example of actors' seeking redress is, of course, the revolt of 1694-1695, described by John Downes, *Roscius Anglicanus* (London, 1708), pp. 43-44; Augustan Reprint Society publication number 134 (Los Angeles, 1969), with an Introduction by John Loftis, is a facsimile of the first edition.

[14]

See Arthur H. Scouten, "Introduction," *The London Stage* (Carbondale, Ill.: Southern Illinois University Press, 1961), Pt. 3, xcv, cxlvii, and Dramatic Congress, p. 20.

[15]

Cf. James Ralph, *The Case of our Present Theatrical Disputes* (London, 1743), pp. 3, 48.

[16]

The Case Between the Managers of the Two Theatres, and their Principal Actors (London, 1743, misdated 1713), p. 20. Cf. *An Impartial Examen* (London, 1744), pp. 10-11, 21-22. See also the three *Queries* pamphlets: *Queries to be Answered by the Manager of Drury-Lane* (London, 1743); *Queries upon Queries* (London, 1743); *A Full Answer to Queries upon Queries* (London, 1743).

[17]

(London, 1744), pp. 15-16.

[18]

Dramatic Congress, p. 22. Thomas Davies, *Memoirs of the Life of David Garrick*, 3rd Ed. (London, 1781), I, 90, says of Rich: he "seems to have imbibed, from his very early years, a dislike of the people with whom he was obliged to live and converse."

[19]

See Clive's afterpiece *The Faithful Irish Woman* in "An Edition of the Afterpieces."

[20]

See *Mr. Macklin's Reply to Mr. Garrick's Answer*, pp. 18, 29-30, and *An Impartial Examen*, pp. 10-11.

[21]

Nicholson, *Struggle for a Free Stage*, p. 124; see, too, pp. 83-86.

[22]

Crean, "Life and Times," p. 254 n. 1, points out that on the very day of this benefit (2 Nov.) a second notice of Mrs. Clive's Case appeared.

[23]

See Nicholson's concluding chapter. For other effects of the licensing act see Scouten, *London Stage*, cxlvii, and Ralph, *Case of the Present Theatrical Disputes*, pp. 22, 43.

[24]

Since the pamphlets cited here are scarce, some rare, perhaps the following list of locations will prove helpful. Full titles and partial bibliographical information are available in Robert W. Lowe, *A Bibliographical Account of English Theatrical Literature* (London: J.C. Nimmo, 1888), p. 95.

Dramatic Congress, Univ. Chicago, Austrian Coll., PR 3346. C3D7 1743.

Mr. Macklin's Reply, Newberry Library, V1845. 54.

Theatrical Correspondence in Death, Harvard, Thr 417. 43. 12.

Case of Present Theatrical Disputes, Newberry Library, Rare Book Room.

Case Between the Managers, Univ. Chicago, Austrian Coll., PN 2596. L6C22.

An Impartial Examen, Harvard, Thr 465. 20. 23.

Queries to be Answered, Harvard, Thr 465. 20. 22.

Queries upon Queries, Harvard, Thr 465. 20. 12.

A Full Answer to Queries, Harvard, Thr 465. 20. 12.

Disputes between the Director, Univ. Chicago, Austrian Coll., PN 2596. L7D832.

THE
CASE
OF
Mrs. *CLIVE*

Submitted to the PUBLICK.



LONDON:

Printed for B. DOD at the *Bible and Key* in *Ave-Mary-Lane* near *Stationers-Hall*. MDCCLXIV.

[Price Six Pence.]



THE
CASE
OF
Mrs. *CLIVE*

Submitted to the PUBLICK.



In order to put an End to some false Reports, which have been raised in Relation to my not acting this Season, as well as to bespeak the Favour of the Publick, I have, by the Advice of my Friends, ventured to address my self to them, from whom I have received many and great Marks of Favour, and whose further Protection I now stand in need of.

I know Appeals of this Nature, which relate to Disputes that happen at a Theatre, are by some thought presuming and impertinent, supposing they are too trifling to demand Attention: But, as I persuade my self that Injustice and Oppression are by no means thought Matters of Indifference by any who have Humanity, I hope I shall not be thought to take too great a Liberty. I am the more encouraged to hope this from Experience; it having been observed, that those Performers, who have had the Happiness to please on the Stage, and who never did any thing to offend the Publick, whenever they have been injured by those who profided

over Theatres, have feldom, if ever, failed of Redrefs upon representing the Hardfhips they met with: And, as I at this time, apprehend my felf to be greatly oppreffed by the Managers of both Theatres, I hope I fhall be juftified in taking this Method of acquainting the Publick with my Cafe, fubmitting it to their Determination.

Before the Difputes happened betwixt the Manager of *Drury-Lane* Theatre and his Actors, I had articed for Five Years to receive Three Hundred Pounds a Year, tho' another Performer on that Stage received for Seven Years Five Hundred Guineas, *per* Year; and at the Expiration of my Agreements the Manager offered me an additional Salary to continue at that Theatre.

And fince I have mentioned thofe Difputes, which ended fo greatly to the Difadvantage of the Actors, I muft beg Leave to endeavour to fet that Matter in a clear Light, which hitherto has been mifrepresented to the Publick: I think my felf obliged to this, as the Hardfhips I at prefent labour under are owing to that Difagreement; if any think I treat this Matter too ferioufly, I hope they will remember, that however trifling fuch Things may appear to them, to me, who am fo much concerned in 'em, they are of great Importance, fuch as my Liberty and Livelihood depend on.

As only two Theatres were authorifed, the Managers thought it was in their Power to reduce the Incomes of thofe Performers, who could not live independant of their Profeffion; but in order to make this appear with a better Face to the Town, it was agreed to complain of the Actors Salaries being too great, and accordingly a falfe Account was publifhed of them in the daily Papers, by whom I will not fay: Whether, or no, fome particular Salaries were fo, I will not pretend to determine; yet, in the whole, they did not amount to more than had been allowed for many Years, when the Theatre was under a frugal and exact Regulation; when the Managers punctually fulfilled, not only all Engagements to their Actors, but to every other Perfon concerned in the Theatre, and raifed very confiderable Fortunes for themfelves.

But fuppofing the Expence of the Theatre too high, I am very certain it was not the Actors refufing to fubmit to a proper Reduction of them, which made fo many of them quit the Stage, but from great Hardfhips they underwent, and greater which they feared would happen from an Agreement fuppofed to be concluded betwixt the two Managers, which made 'em apprehend, that if they fubmitted to act under fuch Agreements, they muft be abfolutely in the Managers Power; and the Event has proved that their Fears were not ill-grounded, as I doubt not but I fhall make appear.

When the Actors Affairs obliged 'em to return to the Theatres laft Winter, under fuch Abatements of their Salaries as hardly afforded the greater Part of them a Subfiftence, I was offered, by the Manager of *Drury-Lane* Theatre, fuch Terms as bore no Proportion to what he gave other Performers, or to thofe he had offered me at the beginning of the Seafon. They were fuch as I was advif'd not to accept, becaufe it was known they were propofed for no reafon but to infult me, and make me feek for better at the other Theatre; for I knew it had been fettled, by fome dark Agreement, that Part of the Actors were to go to *Covent-Garden* Theatre, and others to *Drury-Lane*; I did, indeed, apprehend I fhould meet with better Terms at *Covent-Garden*, becaufe that Manager had made many Overtures to get me into his Company the preceding Seafon, and many times before: But when I apply'd to him, he offered me exactly the fame which I had refufed at the other Theatre, and which I likewise rejected, but was perfuaded to accept fome very little better, rather than feem obftinate in not complying as well as others, and yielded fo far to the Necessity of the Time, as to Act under a much lefs Salary than feveral other Performers on that Stage, and fubmitted to pay a Sum of Money for my Benefit, notwithstanding I had had one clear of all Expence for Nine Years before; an Advantage the firft Performers had been thought to merit for near Thirty Years, and had grown into a Cuftom.

When I was fixed at that Theatre I determined to ftay there; I did, in all things which related to my Profeffion, fubmit intirely to that Manager's Direction, and, with the help of other principal Performers, did greatly promote his Intereft, as was evident from the Audiences after we went to Act there; but I found, by his Behaviour to me, it was defigned I fhould not continue with him, but return the next Seafon to *Drury-Lane*.

The Agreements betwixt that Manager and me were verbal, but made before two Gentlemen of Character and Fortune, on whom I muft depend for the fulfilling of them; they were for one Year. At the end of the Acting-feafon the Manager fent an Office-keeper to me with fome Salary that was due, who required a Receipt in full; I told him a very great Part of my Agreements were yet due, and requested to fee the Manager, who came and acknowledged them, and promifed to bring one of the Gentlemen who was prefent at our Ingagements in a Day or two and pay me, and then he faid he had done with me; but he has not paid me, nor have I ever feen him fince, or as much as heard from him.

It has always been a Cuftom in Theatres, that if ever any Actor or Actrefs was to be difcharged, or their Allowance leffen'd, they were acquainted with it at the End of the Seafon; the Reafon of this will appear to be the giving them a proper Notice to provide for themfelves: This the Manager of *Covent-Garden* did to all his Company whom he defigned to difcharge, or whofe Allowance was to be leffen'd, except to me, which made me actually then conclude he determined I fhould continue with him, 'till I was undeceived by his Play-Bills with the Names of other Actreffes in Parts I ufed to perform; fo that he has not only broke thro' the Cuftoms of the Theatre, but thofe in practice almoft every where, in difmiffing me, and has done me a real Injury in fuch an unprecedented Act of Injuftice; for had I been informed of his Defign at the End of the Seafon, I could have made Terms to have acted in *Ireland*, where I had met with moft uncommon Civilities, and received very great Advantages, which I fhall ever remember with the utmoft

Gratitude, and take this and every other Opportunity to acknowledge.

As I have said, it has been a Custom to give Actors Notice of a Discharge: I must at the same time observe, That it never was a Custom to discharge any, but upon Neglect of their Business, or such as were obnoxious to the Publick; this Maxim extended even to those of the lowest Clafs; but to those, on whose Performances the Town had been pleas'd to stamp a Value, by their Indulgence and Applause, the Stage was always a Support, even after Age or any Accident had made 'em incapable of their Profession; for the then Patentees thought it as great a Piece of Injustice to deprive the Publick of their Pleasures, as of Cruelty and Injustice to deny those a Subsistence who had contributed towards 'em; for they knew and acknowledged, that the Publick was the only Support of all, consequently had an indisputable Right to be pleas'd in the best manner possible.

It is pretended by the Managers, that they have the same Right to discharge an Actor that a Master has to turn away a Servant, than which nothing can be more false and absurd; for, when a Master dismisses a Servant, there are many thousands besides to apply to; but when the Managers dismiss an Actor, where are they to apply? It is unlawful to act any where but with them; Necessity or Inclination brings every one to the Stage; if the former happens to be the Cause, they will not readily find an Employment; and if the latter, they will not be fit for one; so that it will appear an Act of great Injustice and Oppression. If it should be objected, That the Actors Demands are so exorbitant, that the Managers cannot comply with 'em? I have already endeavour'd to show, that tho' two or three Salaries might be thought so in general, they did not amount to more than had been allowed, and very considerable Profits arising to the Patentees. But there is a very melancholy Instance, that the Actors Demands is not the Reason of dismissing 'em, but the Will of the Manager alone; since last Season an Actor and Actresses returned to *Drury-Lane* under such Abatements as that Manager thought proper, and such as were in no degree equal to their Merit; and yet, at the beginning of this Season, were dismissed, after having been from their Infancy on the Stage, and having no other Professions to live by, and very numerous Families to support.

The Manager of *Drury-Lane* tho' he can't but know I am engag'd from the other Theatre, has not made any Application to me to act with him, which he has done to several others who quitted that Stage at the Time I did: The Reasons which oblig'd me to leave him still subsist: He owes me a Hundred and Sixty Pounds, twelve Shillings, which he has acknowledged to be justly due, and promis'd Payment of it by last *Christmas* to a Person of too great Consequence for me to mention here, the greater Part of it Money I expended for Cloaths for his Use. He offer'd me, last Season, not near half as much as he afterwards agreed to give another Performer, and less than he then gave to some others in his Company; so that I must conclude, as every one knows there are Agreements betwixt the Managers, that there is a Design to distress me, and reduce me to such Terms as I cannot comply with.

I am sorry I am reduced to say any thing in favour of myself; but, as I think I merit as much as another Performer, and the Managers are so desirous to convince me of the contrary, I hope I shall be excus'd; especially when I declare, that at this time, I am not in the least vain of my Profession.

As to my Performances, the Audience are the only, proper Judges: But I may venture to affirm, That my Labour, and Application, have been greater than any other Performers on the Stage. I have not only acted in almost all the Plays, but in Farces and Musical Entertainments; and very frequently two Parts in a Night, even to the Prejudice of my Health. I have been at a very great Expence in Masters for Singing; for which Article alone, the Managers now give five and six Pounds a Week. My additional Expences, in belonging to the Theatre, amount to upwards of one Hundred Pounds a Year, in Clothes, and other Necessaries; and the pretended great Salaries, of ten and twelve Pounds a Week, which have been so artfully, and falsely represented to the Town, to the Prejudice of the Actors, will, upon Enquiry, appear to be no more than half as much, since they perform'd half Season, at the Theatres, very seldom above three or four Days a Week; so taking in the long Vacation, when there are no Plays at all, to those Days the present Managers omit acting, a Salary which appears to be great, will be found, in effect, to be very moderate; and those which are less, not a Sufficiency.

I have now finish'd all I propos'd; I have shown in how aggravating a manner, without any Reason assign'd, and at a Time a very considerable Sum of Money was owing to me, I have been turn'd out of *Covent-Garden* Theatre. The Manager of *Drury-Lane*, tho' he can't but know what just Reasons I had for quitting him, has never apply'd to me to return, nor made the least Excuse for not paying my Arrears, tho' due so long, and after promis'g Payment near a Year, notwithstanding I have, for many Years, not only endeavour'd, but succeeded, in greatly promoting that Manager's Interest, as is known to himself and his whole Company.

The Reason of my taking the Liberty to communicate these Things to the Publick, is most earnestly to intercede for their Favour and Protection, from whom I have always met with great Generosity and Indulgence: For, as I have already declared, in a Letter published by me last Year in the Daily Papers, that I had not a Fortune to support me, independent of my Profession, I doubt not but it will appear, I have not made any considerable Acquisition to it since, having not received two Hundred Pounds Salary for acting in Plays, Farces, and Singing; tho' other Performers have received more than twice that Sum. I have, in Consideration of these Hardships, been promis'd the Protection of many Ladies, to whom I have the Honour to be personally known, and will not doubt the Concurrence of the Publick, in receiving my Performance in the best manner I am, at present, capable of, which I shall always most gratefully Acknowledge.

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18. Anonymous, "Of Genius," in *The Occasional Paper*, Vol. III, No. 10 (1719), and Aaron Hill, Preface to *The Creation* (1720).

1949-1950

19. Susanna Centlivre, *The Busie Body* (1709).
20. Lewis Theobald, *Preface to the Works of Shakespeare* (1734).
22. Samuel Johnson, *The Vanity of Human Wishes* (1749), and two *Rambler* papers (1750).
23. John Dryden, *His Majesties Declaration Defended* (1681).

1951-1952

26. Charles Macklin, *The Man of the World* (1792).
31. Thomas Gray, *An Elegy Wrote in a Country Churchyard* (1751), and *The Eton College Manuscript*.

1952-1953

41. Bernard Mandeville, *A Letter to Dion* (1732).

1962-1963

98. Selected Hymns Taken Out of Mr. Herbert's *Temple* ... (1697).

1964-1965

109. Sir William Temple, *An Essay Upon the Original and Nature of Government* (1680).
110. John Tutchin, *Selected Poems* (1685-1700).
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113. T.R., *An Essay Concerning Critical and Curious Learning* (1698).
114. Two Poems Against Pope: Leonard Welsted. *One Epistle to Mr. A. Pope* (1730), and Anonymous, *The Blatant Beast* (1742).

1965-1966

115. Daniel Defoe and others, *Accounts of the Apparition of Mrs. Veal*.
116. Charles Macklin, *The Covent Garden Theatre* (1752).
117. Sir Roger L'Estrange, *Citt and Bumpkin* (1680).
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119. Thomas Traherne, *Meditations on the Six Days of the Creation* (1717).
120. Bernard Mandeville, *Aesop Dress'd or a Collection of Fables* (1740).

1966-1967

123. Edmond Malone, *Cursory Observations on the Poems Attributed to Mr. Thomas Rowley* (1782).
124. Anonymous, *The Female Wits* (1704).
125. Anonymous, *The Scribleriad* (1742). Lord Hervey, *The Difference Between Verbal and Practical Virtue* (1742).

1967-1968

129. Lawrence Echard, Prefaces to *Terence's Comedies* (1694) and *Plautus's Comedies* (1694).

1968-1969

133. John Courtenay, *A Poetical Review of the Literary and Moral Character of the Late Samuel Johnson* (1786).
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136. Thomas Sheridan, *Discourse ... Being Introductory to His Course of Lectures on Elocution and the English Language* (1759).
137. Arthur Murphy, *The Englishman From Paris* (1736).

1969-1970

138. [Catherine Trotter], *Olinda's Adventures* (1718).
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141. Selections from Sir Roger L'Estrange's *Observer* (1681-1687).
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144. *The Art of Architecture, A Poem. In Imitation of Horace's Art of Poetry* (1742).

1970-1971

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1971-1972

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