

## MILTON'S CONTRACT

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Speak with an author about his or her publisher and you are likely to hear grouching about bad distribution, inadequate advertising, or the tardiness (or even non-existence!) of a paperback edition. Speak with an editor or a publisher's representative and you may well be regaled with accounts of high-strung prima donnas making totally inconsequential last-minute changes or insisting upon jacket-cover colors to match those of a favorite football club. There has always, no doubt, been just such friction between parties entering into a relationship which is, after all, designed for their mutual help, comfort, and of course profit. The author-publisher relationship is in fact, as the wording of my previous sentence is designed to suggest, a type of marriage. Perhaps then, we ought not find it odd or ironic that in the various legal battles over copyright in eighteenth-century England, it should have been the booksellers who, while looking to their own best interests, assumed such a large role in helping to create their modern counterpart, the economically independent author. In presenting particularly strong arguments for perpetual copyright for authors, the booksellers defined the author as the proprietor of his own work, thus giving him a new and enhanced status as a professional.<sup>1</sup>

But if we are accustomed to viewing the eighteenth century as the period which institutionalized the concept of authorship as we know it today (or at least did know it until the death of the author began to be celebrated in France some twenty years ago), we also recognize that such conceptions are not established overnight, or in one Parliamentary Statute of 1709, howsoever important. The modern idea of the author as a creative artist and independent being with legal and proprietary rights in and to his work, is among other things one of the long-term results of the introduction of print into Western culture.<sup>2</sup> In the seventeenth

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<sup>1</sup> See Mark Rose, *The Author as Proprietor: Donaldson v. Becket and the Genealogy of Authorship*, 23 REPRESENTATIONS 51 (1988); Martha Woodmansee, *The Genus and the Copyright: Economic and Legal Conditions of the Emergence of the "Author,"* 17 EIGHTEENTH-CENTURY STUD. 425, 425-48 (1984) (dealing primarily with conditions in eighteenth-century Germany).

<sup>2</sup> See ELIZABETH L. EISENSTEIN, *THE PRINTING PRESS AS AN AGENT OF CHANGE* (1979);

century particularly, we find many examples of "the author" slouching towards 1709 to be born. Of these, Ben Jonson, with his careful editing of his own texts and the extraordinary self-consciousness with which he presented himself and his writerly concerns in both his poems and his plays, is particularly important.<sup>3</sup> Even more important is John Milton, both because of the way he insisted upon his identity as a major poet in his poetry and prose throughout his career (even before he was a major poet) and because of the way eighteenth- and nineteenth-century poets and critics consistently tended to take him at his word.

Yet to speak of authorial intention and posthumous reception and reputation is to conjure up the author in what we might call his ideal mode; there is of course a material dimension to authorship as well, to be seen in the author's dealings with members of the book trade, with those who produce the book and make their livings by it. In this essay, I shall focus on that latter realm, to see what contribution Milton, or the case of Milton, can be said to have made towards the conception of authorship there. In any such investigation, the one event that stands out as a turning point in Milton's own career and in literary history as well is the poet's act on April 27, 1667 of entering into a formal contract with printer Samuel Simmons for the publication of *Paradise Lost*.

The contract is evidently the earliest known such literary agreement to have come down to us, although, to judge both from the relatively sophisticated and detailed nature of its stipulations and from what we know of the particular character of the two men entering into it, it is by no means necessarily the earliest such contract ever written. Its details have long been known, but

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ALVIN KERNAN, PRINTING TECHNOLOGY, LETTERS, AND SAMUEL JOHNSON (1987). Kernan's focus upon Johnson as the paradigmatic example of the writer in a print culture, at a time when print could be said "to affect the structure of social life at every level," *id.* at 48, and "print logic began to shape mental structures," *id.* at 51, necessarily tends to deemphasize the various important steps taken in the seventeenth century towards the modern conditions of authorship.

<sup>3</sup> See Richard C. Newton, *Jonson and the (Re-)Invention of the Book*, in *CLASSIC AND CAVALIER: ESSAYS ON JONSON AND THE SONS OF BEN* 31-55 (Claude J. Summers & Ted-Larry Pebworth eds., 1982); Joseph Loewenstein, *The Script in the Marketplace*, *REPRESENTATIONS*, Fall 1985, at 101. Jonson was, however, so deeply immersed in the patronage system that it remains difficult to talk of him as a figure of political, economic, and authorial independence. See also Arthur F. Marotti, *John Donne, author*, 19 *J. MEDIEVAL & RENAISSANCE STUD.* 69 (1989) (documenting how, in spite of Donne's own efforts to the contrary, that very different gentleman- or coterie-poet was in the course of time and by virtue of the posthumous publication of his works from the mid-seventeenth century on "absorbed into the evolving literary institution" so as "to emerge as an author in the modern sense of the term").

the document has not always been interpreted correctly. Milton was to receive five pounds immediately, an additional five pounds at the end of the first edition (that edition or impression considered to be completed when 1300 copies had been sold off to "particular reading Customers"), and then five more pounds at the end of each of the second and third impressions (these, too, considered to be completed when 1300 copies were sold). In addition, the contract stipulated that none of the three editions was to run more than 1500 copies. In consideration of that £20, Milton on his part gave over to Simmons "All that Booke Copy or Manuscript" of the poem together "with the full benefitt profit & advantage thereof or which shall or may arise thereby," Simmons thus enjoying rights to the copy or manuscript and all impressions without let or hindrance from Milton; the poet also agreed not to allow or cause to be printed without Simmons's consent either the book or manuscript or any other work of the same tenor or subject.<sup>4</sup>

That much we know; what we don't know with enough assurance is what precisely to make of those sums mentioned and thus whether, for instance, Milton with his independent wealth (diminishing though it was in the 1660s) was shamefully underpaid for his work, as was so often argued by eighteenth-century biographers and critics. We do know that a playwright not formally connected with a dramatic company could make £6 from a play in Shakespeare's time and that Ben Jonson might make £40 from a court masque; but neither of these payments involved dealings with the book trade. There is some, though not much, evidence that authors may have been routinely paid by publishers in the course of the seventeenth century. The chaos brought on by the abolition of the Star Chamber and its licensing decrees in 1641 brought with it a threat to do away completely with the idea of copyright. This in turn prompted the Stationers' Company to is-

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<sup>4</sup> The text of the contract is to be found in 4 *THE LIFE RECORDS OF JOHN MILTON* 429-31 (1956). The original is British Library Additional MS 18,861. See also LYMAN RAY PATTERSON, *COPYRIGHT IN HISTORICAL PERSPECTIVE* 71-77 (1968). Patterson notes that while the language of the contract suggests that Milton has given over complete ownership of the poem to Simmons, in actual fact the author retained certain implicit personal (or creative)—if not property—rights in his work even after the contract had been signed and payment received. This was also true in the whole system of copyright through entry by stationers alone in the Stationers' Register. The, as Patterson sees it, particularly significant promise on Milton's part not to interfere with Simmons's publishing of the poem "would hardly have been necessary if copyright had been deemed to give the copyright owner *all* rights in connection with the copyrighted work" (emphasis added). The rights Patterson sees Milton (and any other author in the Stationers' Register copyright system) as retaining are those to alter and revise his work and to protect its integrity; that is, to prevent unauthorized distortions and abridgments.

sue a Humble Remonstrance in 1643 asking for a return to an orderly system for regulating the press, claiming among other things that the elimination of private ownership of copy "as it discourages Stationers, so it's a great discouragement to the Authors of Books also; Many mens studies carry no other profit or recompense with them but the benefit of their Copies."<sup>5</sup> As part of the same campaign, a group of eminent Presbyterian divines of the time stated in a public declaration that to their knowledge "very considerable Sums of Money had been paid by Stationers and Printers to many authors for the Copies of such useful Books as had been imprinted."<sup>6</sup>

But we have very little record of what actual payments might have been made by stationers in the period around and immediately preceding the publication of *Paradise Lost*, when in fact it was the author being paid rather than he or she paying to have a work printed. George Herbert's widow evidently received nothing at all from the poet's posthumous *The Temple* of 1633,<sup>7</sup> while about the same time William Prynne received thirty-five or thirty-six copies of his *Histriomastix*, to dispose of as he saw fit, for sale or as presentation or patronage-seeking copies.<sup>8</sup> Closer to Milton's time, Richard Baxter received £10 from his printers *after* the publication of his *Saint's Everlasting Rest* in 1649, having left "the matter of profit, without any covenants to [his printers'] ingenuity," and then £10 from each of his two printers for every edition thereafter to 1665, evidently yielding him altogether a sum of £170 for that text over a thirteen to sixteen year period—all in all, an astounding sum.<sup>9</sup> And Dryden is reported to have re-

<sup>5</sup> *The Humble Remonstrance of the Company of Stationers*, British Library E.247 (THOMASON COLLECTION), reprinted in 1 EDWARD ARBER, A TRANSCRIPT OF THE REGISTERS OF THE COMPANY OF STATIONERS OF LONDON 1554-1640 A.D., at 584-88 (London, 1875-94). This Remonstrance is dated by Thomason as April 1643. For a convenient listing of the instances within the Stationers' Company records of the Company's recognition that authors had a right to payment for their work see PATTERSON, *supra* note 4, at 68-69. These were not, however, formal contracts between author and publisher.

<sup>6</sup> This document is described and quoted in two different pamphlets written in 1735, evidently by the historian Thomas Carte, in support of a bill in Parliament designed to strengthen the capacity of authors to combat piracies. See THE CASE OF AUTHORS & PROPRIETORS OF BOOKS; A SECOND LETTER FROM AN AUTHOR TO A MEMBER OF PARLIAMENT (Bodleian Library, MS Carte 114, ff. 336r and 332v). I have been unable to locate the actual document itself. It is also quoted (by way of earlier sources) in Leo Kirschbaum, *Author's Copyright in England before 1640*, 40 PAPERS OF THE BIBLIOGRAPHICAL SOCIETY OF AMERICA 79 (1946).

<sup>7</sup> See Daniel W. Doerksen, *Nicholas Ferrar, Arthur Woodnoth, and the Publication of George Herbert's The Temple, 1633*, 3 GEORGE HERBERT J. 22 (1979-80).

<sup>8</sup> See W.W. GREG, A COMPANION TO ARBER 277-78 (1967) (quoting State Papers Domestic, Charles I, Vol. 231, art. 77).

<sup>9</sup> Richard Baxter, *Reliquiae Baxterianae* pt. III, app. 7 at 117 (London, 1696). In that same letter, Baxter also reports that Dr. William Bates received above £100 for his *Divine*

ceived £20 (in borrowed funds) from Jacob Tonson for the playwright's manuscript of *Troilus and Cressida* in 1679, but that report comes to us from Edmond Malone in 1800 and hence is unreliable.<sup>10</sup> Such evidence, sparse as it is, is hardly enough upon which to base any conclusions as to whether or not Milton was fairly remunerated.<sup>11</sup>

If the sums stipulated in the contract cannot in themselves provide grounds for determining whether Milton was treated fairly by his publisher, the other provisions and stipulations of the contract render more substantial help. For what placing an upward limit of 1500 copies on each impression—at first glance, an apparently odd or inconsequential stipulation—did was to ensure that Simmons's profits would not increase inordinately in relation to the amounts Milton was to receive. And further, the contract contained the stipulation that Milton could demand an accounting of sales at reasonable intervals. If Simmons failed to provide the accounting, he was obligated to pay the £5 for the whole impression as if it were due. Such stipulations imply that the £5 installments were definitely not viewed as mere tokens by either party in the contract, and indeed that such sums seem to be about right. And if the £10 for the first edition and the £20

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*Harmony* (i.e., the *Harmony of the Divine Attributes* (1674)) and "yet reserving the power for the future to himself." It would appear that Bates somehow arranged matters so that his publisher did not retain perpetual copyright in his work.

<sup>10</sup> Edmond Malone, *Some Account of the Life and Writings of John Dryden*, in 1 THE CRITICAL AND MISCELLANEOUS PROSE WORKS OF JOHN DRYDEN 522-23 (London, 1800).

<sup>11</sup> In great contrast to the limited evidence from the seventeenth century, we have a good number of contracts from the eighteenth century, thanks in large part to the efforts of the early nineteenth-century antiquary and autograph collector William Upcott. See WILLIAM UPCOTT, ORIGINAL ASSIGNMENTS OF MANUSCRIPTS BETWEEN AUTHORS AND PUBLISHERS (on file with British Library Add. MS 38,728-30). The collection's earliest agreement, dated 1703, is for Joseph Trapp's tragedy *Abra-Mule*, which Trapp sold to Jacob Tonson for £21-10s. These collected conveyances unfortunately do not provide much help in interpreting the ten-pound sum Milton received for the first edition of *Paradise Lost*. All but three of them date from after the Copyright Act of 1709 (when the sums paid for manuscripts began to rise sharply) and they reveal a great amount of variation, depending presumably upon the prior reputation of the author, the genre of the work (plays seem generally to have brought in more than poems or novels), and, if it were a play, whether it had already been performed on stage and to what kind of success. Some examples: in 1715 Curll purchased the copy of Susannah Centlivre's play *The Wonder* for 20 guineas. In 1713, Bernard Lintot paid £50-15s to Nicholas Rowe for *Jane Shore, A Tragedy*. Also in 1713, Tonson paid Addison £107-10s for the copy of *Cato*, and in 1707 he paid £370-10s to Laurence Echard for his multi-volume *History of England*. In 1709, Curll purchased a nine-page Latin poem, *Muscipula*, from Edward Holdsworth for five guineas and 50 copies for Holdsworth's own use. Of some interest is the fact that the contracts of John Watts in the 1720s and 1730s often state that the author gives over all rights to his work *forever* "notwithstanding any Act or Law to the contrary," in what would appear to be defiance of the 1709 Act's stipulation limiting copyright in new works to a term of 14 years (renewable for another 14 years thereafter). I assume that this represents continued interpretation of the stipulations of the Act of 1709 in a way that best suited the bookseller's own interests.

altogether for three editions are in fact just or normal payments for the time, what I think we must consider as most significant about the payment to Milton is not so much the sum agreed upon (which has proved so distracting to later critics), but that it was agreed upon by means of a formal document between author and publisher. For in that alone we see an author who is fully acknowledging the condition of authorship, viewing himself as the possessor of property that gives him definite rights (for instance, the right to demand an accounting of sales), even as he lives and writes at a time when copyright is granted solely to stationers through entry in the Stationers' Company Register. This is not the off-hand agreement of someone affecting to be an amateur or a gentleman-poet, anxious to avoid the stigma of print, or a figure using poetry for advancement in some other, non-literary, realm.<sup>12</sup>

A contract is an agreement between two parties, and to be able to make full sense of it, we need to know the particular concerns and prior history of *both* parties entering into it, not simply the more famous figure. Those of us in literary studies are accustomed to viewing this particular contract simply from Milton's point of view, or what we assume to be Milton's point of view. But in fact, the full implications of the contract emerge most forcefully if we view the document against a background of Simmons's career in the book trade, a career which, as it happens, is

<sup>12</sup> My phrasing here is designed to call to mind the studies of J.W. SAUNDERS, *THE PROFESSION OF ENGLISH LETTERS* (1964); J.W. Saunders, *Milton, Diomedé and Amaryllis*, 22 *ELH* 254-86 (1955); J.W. Saunders, *The Stigma of Print*, in 1 *ESSAYS IN CRITICISM* 139 (1951). Saunders recorded the move from a Renaissance literary system based on patronage where poets wrote as amateurs, using their poetry as means of advancement in other realms, to a system in which the writer emerges as an independent professional. But unfortunately, thrown off by the Milton-Simmons contract's reference to an upper limit of 1500 copies per edition while payment was to be provided Milton when 1300 copies were sold, Saunders placed Milton incorrectly in his scheme. Saunders assumed that 200 copies of each impression were put at Milton's disposal as presentation copies. Were that true, Milton would indeed be the poet Saunders envisioned, a continuing participant in the patronage system, writing if not for a social elite, at least for a cultured "fit audience . . . though few." But William Riley Parker located 343 extant copies of the first edition's original 1300 (or 1500), or approximately one in four from that edition. See 2 WILLIAM RILEY PARKER, *MILTON: A BIOGRAPHY* 1109-12 (1968). If 200 of the original copies were presented to friends or potential patrons by the author, we would expect some 50 of those copies to have survived, perhaps more, since it is fair to assume that a recipient of such a copy (or his or her heirs) would be more likely than the regular buyer to save it, particularly after the poem came to be recognized as a classic. But there does not seem to be any reliable evidence in any extant copy of it having been such a gift. *Id.* at 1116. That is, there is no evidence such as we have on the title page of John Morris's copy of the *Pro Populo Anglicano Defensio* of it being "ex dono authoris." We have to assume, then, that the number of presentation copies was very small and that Milton was farther removed from conditions of earlier Renaissance authorship and closer to those of the eighteenth-century professional than Saunders suggested.

relatively difficult to reconstruct. For Samuel Simmons was a very shadowy figure in his trade, both in his own time and ever since. That relative obscurity is in part a function of the single most important fact we need to keep in mind about him, and that is that Simmons, unlike the more famous members of the seventeenth-century book trade and those whose names are well known to students of the trade today—for instance, Humphrey Moseley, Henry Herringman, and Jacob Tonson—was primarily a printer rather than a bookseller (although he did some book-selling as well). As the many petitions by printers attest and complain from the end of the sixteenth century on, it was the booksellers who were rising steadily to positions of prominence in the Stationers' Company and to financial dominance in the trade generally, at the expense of both printers and bookbinders.<sup>13</sup> Yet even when we have allowed for this major distinction between printer and bookseller, we still have to acknowledge that Samuel Simmons's career in the book trade was far from brilliant or striking. There were printers who made a bigger immediate impact upon the trade—most notably perhaps (and very close to home), Samuel's own parents, Matthew and Mary Simmons.<sup>14</sup>

D. F. McKenzie has recorded Matthew Simmons's name on some 433 imprints in a printing career that spanned twenty years from 1635 to an early death in 1654, an average, then, of 21.7 items per year.<sup>15</sup> The name of Mary Simmons, who took over the business upon her husband's death and who bore sole responsibility for the shop until 1662 when son Samuel completed his apprenticeship, is to be found on some ninety-one items over the seven-year period from 1655 to 1661, or an average of thirteen items a year. Oddly, once Samuel finished his apprenticeship and his name began to appear on imprints along with Mary's and

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<sup>13</sup> See CYPRIAN BLAGDEN, *THE STATIONERS' COMPANY: A HISTORY, 1403-1959*, at 90, 122, 149-52 (1960). For an example of the evidence Blagden discusses, see *A BRIEF DISCOURSE CONCERNING PRINTING AND PRINTERS* (1663) (published by a Society of Publishers).

<sup>14</sup> D. F. McKenzie has established that Samuel Simmons was the son of Matthew and Mary, not the nephew (as was previously assumed by both Milton scholars and students of the book trade). See D. F. McKenzie, *Milton's Printers: Matthew, Mary and Samuel Simmons*, 14 *MILTON QUARTERLY* 87-91 (1980).

<sup>15</sup> These and the following figures on imprints are from the Appendix to the fourth of D.F. McKenzie's as yet unpublished Lyell Lectures. See D.F. McKenzie, *Bibliography and History: Seventeenth Century England*, in 4 *LYELL LECTURES* app. (Oxford 1988). I should like to acknowledge the considerable help of Professor McKenzie, now Reader in Bibliography at Oxford University, who kindly allowed me to read the manuscript of those lectures and thereafter answered a well-nigh endless number of questions on them. My debt to those lectures, and to a good deal else of McKenzie's work besides, will be clearly evident in the pages and notes to follow.

there were now two people who presumably could conduct business for the firm, the number of Simmons imprints goes *down*. For the period from 1662 until 1678 (the last year Samuel's name appears on a title page), there are fifty-eight items, or an average of 3.4 imprints a year. And once Mary's name ceases to appear on imprints altogether (after 1670) and only Samuel's name is indicated on new imprints, when it would appear that Mary has gone into partial or full retirement, the average number of imprints decreases farther yet, to fewer than three items a year (twenty-three new imprints in the eight years from 1671 to 1678).

Now, as McKenzie also demonstrates, the number of acknowledged imprints by no means represents the total output of a printing house's work. For instance, in 1668, 54 percent of the items published and still extant do not carry a printer's name.<sup>16</sup> The three new Simmons titles for that year listed in Wing's *Short-Title Catalogue*<sup>17</sup> could have supplied, McKenzie calculates, little more than six weeks' work for the firm's two proprietors, five workmen, one apprentice, and two presses.<sup>18</sup> There must, then, have been considerably more anonymous work printed in the shop, if the shop were to proceed at anything like its full capacity (and remain open for business the next year). But even if we take into account that—to assume the trade average—there must have been at least an equal number of unacknowledged works printed in Simmons's shop in the years from 1662 to, let us say, 1680, it is still difficult to see how Samuel Simmons was earning a decent living. Either he was not doing so very well, or he was an extraordinarily self-effacing figure in his trade. I suspect both.

If we look at the particular works that bear Samuel's name as printer, we are driven to much the same conclusion. In a printing career extending from 1662 to perhaps 1680 (when he sold the rights to *Paradise Lost* and there is no further record of his activity as a stationer), Samuel's name appears, either with his mother's or alone, on only eleven different works, although some of them in several editions or differing versions. Of these eleven items, four were continuations of ventures that one or both of his

<sup>16</sup> D.F. McKenzie, *The London Book Trade in 1668*, 4 WORDS: WAI-TE-ATA STUDIES IN LITERATURE 81 (Wellington, N.Z., 1974). In his fourth Lyell Lecture of 1988, McKenzie notes that similarly in 1644 only 46 percent of the items published and still extant carried a printer's name and only 32 percent a bookseller's; in 1688, the figures were 31 percent for printers and 32 percent for booksellers. McKenzie, *supra* note 15, at 10-11.

<sup>17</sup> SHORT-TITLE CATALOGUE OF BOOKS PRINTED IN ENGLAND, SCOTLAND, IRELAND, WALES, AND BRITISH AMERICA AND OF ENGLISH BOOK PRINTED IN OTHER COUNTRIES 1641-1700 (compiled by Donald Wing 1972).

<sup>18</sup> D.F. McKenzie, *Simmons*, in LYELL LECTURES, *supra* note 15, at 6.



parents had printed before him.<sup>19</sup> Four we can identify as printing jobs for other stationers.<sup>20</sup> And at best, only three can be said to be efforts initiated by Samuel himself, works that he alone went out and sought (or which sought him out), one of these last three being *Paradise Lost*.<sup>21</sup> If we look at the seven items that involved some thought on Simmons's and his mother's part—that is, printing jobs for which there would not be immediate payment

<sup>19</sup> (1) John Speed's *A Prospect of the Most Famous Parts of the World* was printed with Mary in 1662, the early date suggesting that Mary was the main impulse behind its publication. (2) John Mennes's *Witts Recreations*, which was printed with Mary in 1663 and by Samuel alone in 1667 (in two different editions), had been published earlier by Matthew Simmons in 1650 and 1654. The Stationers' Register records Matthew as acquiring the rights to the work from Humphrey Blunden on 3 June 1654. (3) Thomas Shelton's *Tachygraphy or Short-writing*, published by Samuel in 1671 and 1674, had been published earlier by Mary in 1660 and 1668; Matthew obtained partial rights to the work on 25 January 1649/50 and Mary purchased Samuel Cartwright's original share on 19 April 1659. (4) Several parts of Joseph Caryl's *Exposition with Practical Observations upon the Book of Job* were published by Samuel alone (in 1664, 1666, and 1671) and by Samuel and Mary together (1666), and Samuel published the complete Caryl *Job* in a two-volume folio edition in 1676-77. Early parts of the *Exposition* had previously been published by Matthew as far back as 1650. When the parts of Caryl's work first began to appear in 1643, copyright was shared by several different stationers. The Stationers' Register reveals that Matthew and then Mary bought up the shares of those other stationers from the 1650s through the 1670s. See Stationers' Register, entries for 24 November 1651, 14 March 1656/7, and 15 November 1672. By the end of 1672, Mary evidently owned all rights to all 12 parts, whereupon she signed them over to Samuel on 5 May 1673. When Samuel came to publish the complete Caryl in 1676, he would (all going well) be following upon, and benefitting from, the earlier efforts and perhaps vision of his parents.

<sup>20</sup> (1) Thomas Goodwin's *Patience and Its Perfect Work* (1666) was, the title page tells us, "Printed by S. Simmons for Rob. Duncan," who had entered the work in the Stationers' Register on 21 February 1666/7. (2) Thomas Lye's *The Child's Delight* was printed in 1671 for Thomas Parkhurst, who had entered the work in the Stationers' Register on 1 March 1669/70. (3) Peter Heylyn's *Theologia Veterum* was printed in 1673 "for A. S.," who is presumably the widow Anne Seile whose husband Henry had published the first edition back in 1654. (4) Robert Clavel's *Catalogue of All the Books Printed in England Since the Dreadful Fire of London in 1666, to the End of Michaelmas Term, 1672*, printed in 1673 "by S. Simmons, for R. Clavel, in Cross-Keys Court in Little Britain," was plainly an advertising venture by Robert Clavel, who would simply hire a printer for the task; it is of some interest that Clavel did not stay with Simmons for the 1674 version of the *Catalogue*, switching to Andrew Clarke instead (and then to Samuel Roycroft for the 1680 version).

<sup>21</sup> Simmons entered *Paradise Lost* in the Stationers' Register on August 20, 1667 and entered Hugh Davis's *De Jure Uniformitatis Ecclesiasticae or Three Books of the Rights Belonging to an Uniformity in Churches* on October 9, 1668. There is no entry for the third item in this category, John Milton's *Accedence Commenc'd Grammar*. I am giving Simmons the benefit of the doubt and assuming that it was he rather than bookseller John Starkey (who was later to enter *Paradise Regained* and *Samson Agonistes*) who is the publisher of the *Grammar*, that is, the person who took the financial risk in having it printed and thus the one who ordinarily would have entered the title in the Stationers' Register. Copies of the *Grammar* bear two different title pages, one telling us that the work was "Printed by Samuel Simmons next door to the Golden Lion in Aldersgate Street," and the other, that it was "Printed for Samuel Simmons and to be sold by John Starkey at the Miter in Fleet Street, near Temple Bar." The phrase "printed for" (particularly when a bookseller is also mentioned) is ordinarily, but not always, used to identify the copy holder.

It should be acknowledged as well that, given Milton's earlier association with Matthew Simmons in the 1640s, the two Milton titles on Samuel's list might also be considered mere continuations of earlier interests of his parents and thus rightfully belonging in the first category of items I have mentioned.

and therefore for which there was some monetary risk involved (the first and third categories just mentioned)—we find a reasonably varied list: two prose works of a religious nature, one religious epic poem, an anthology of light verse, two instructional works (a book on shorthand by Thomas Shelton and Milton's *Accedence Commenc't Grammar*), and one geographical survey. The list is suitably varied even if it does lean towards the religious (although much less so than a similar list we might construct for Samuel's father, Matthew). But the list remains undeniably short.

Simmons's career is alas all too easily summed up—for good and for ill—in his edition of the complete Joseph Caryl *Exposition with Practical Observations upon the Book of Job*, the individual parts of which seem to have been among the mainstays of the Simmons printing house for over twenty years and thus among the works handed on to Samuel by his parents. It is a magnificent two-volume work, running more than 2400 folio pages. Simmons put it forth as a subscription edition, partaking of that new method of marketing that was to prove increasingly popular and profitable in the next century.<sup>22</sup> And, in promoting it, Simmons reveals some flair for advertising. He announced the venture in the Michaelmas 1673 *Term Catalogue*, claiming that the true value of the work when completed and bound would be £4 and that the work would in fact be sold at that price in the future. Those who subscribed immediately, however, would pay only fifty shillings for the work in quires, twenty-five shillings now ("it being a work of great charge") and twenty-five for the second volume upon delivery of the first. Those who subscribed for six copies would get a seventh free.

But something seems to have gone wrong. In the Michaelmas 1677 *Term Catalogue* announcing the appearance of Volume II, Simmons acknowledges that the project has been "long a doing . . . to the great vexation and loss of the Proposer." Some

<sup>22</sup> It is an early example of such a venture but not necessarily to be viewed as a ground-breaking one. See the list of such projects in F.J.G. ROBINSON & P.J. WALLIS, *BOOK SUBSCRIPTIONS LISTS: A REVISED GUIDE* (1975). However, Robinson and Wallis only provide the titles of those works which included a published List of Subscribers along with the text (which Simmons's edition of Caryl did not). They list four such works before 1676. *But see* Sarah Clapp, *The Beginnings of Subscription Publishing in the Seventeenth Century*, 29 *MODERN PHILOSOPHY* 199-224 (1931) (recording 54 instances of subscription publishing from 1617 to 1688); Sarah Clapp, *The Subscription Enterprises of John Ogilby and Richard Blome*, 30 *MODERN PHILOSOPHY* 365-79 (1933). Using the work of Robinson/Wallis and Clapp, I count ten examples of subscription ventures (several were attempted but did not materialize) prior to 1676 and two more in that year (in addition to the Caryl *Job*).

critics, motivated by "malicious prejudice, others simply subject to imprudent mistake" have subjected his text to unjust carping. And Simmons seems to have made other miscalculations yet, to have misjudged his market. For, three years after his death, the Trinity 1690 *Term Catalogue* announced that the work was being remaindered; what Simmons originally announced would be worth £4 and which he was selling for only fifty shillings, had decreased in value and could be purchased for thirty shillings in quires, forty shillings bound, at W. Marshall's at the Bible in Newgate.

It could very well be that, as Harris Fletcher suggested forty-five years ago, the Caryl venture drove Simmons to virtual bankruptcy.<sup>23</sup> Or the miscalculations attendant upon that venture may have been more a symptom than the cause of what we have to see finally as an undistinguished and relatively quiet, probably even failing, career as a printer. It is possible, of course, that Simmons, like others in his trade, developed other business interests besides printing and bookselling. But as a stationer at least, as printer and publisher, he does not separate himself from number.

What I think we can conclude from even this brief examination of Simmons and his career is that when John Milton contracted with him for *Paradise Lost*, the poet was by no means in the hands of a sharper (Dryden's label for his publisher, Jacob Tonson, the poet being in a fit of pique over the financial arrangements for his *Virgil*).<sup>24</sup> Simmons was simply not the sort of figure to make a fast pound, either at an author's expense or indeed in any other way. And in view of the fact that Simmons revealed little of the entrepreneurial spirit of the more successful stationers of his time nor even the market aggressiveness of his parents (there is no sign, for instance, of his buying up the copy of other stationers' successful imprints, as his parents did), we are probably safe to assume that it was Milton who sought out Simmons rather than vice versa, and presumably because of the long-standing relationship Milton had established with the Simmons family back in the 1640s when Matthew printed a number of Milton's prose tracts. We have no idea, of course, whether Sa-

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<sup>23</sup> 2 JOHN MILTON'S COMPLETE POETICAL WORKS, REPRODUCED IN PHOTOGRAPHIC FACSIMILE 109 (1945).

<sup>24</sup> Dryden comments on Tonson in his letter to the bookseller of December or January 1695/6: "Upon triall I find all of your trade are Sharpers & you not more than others; therefore I have not wholly left you." Letter from John Dryden to Jacob Tonson, in THE LETTERS OF JOHN DRYDEN 80 (1942).

muel Simmons would have been Milton's first or fourth choice as publisher, but what we have to assume is a relationship between relative equals, in which neither author nor printer/publisher comes before the other with cap in hand.<sup>25</sup>

The relationship between Milton and Simmons, in effect epitomized in the contract, is highlighted if we glance back at what we can construct of Milton's relations with the publisher of his first volume of poetry, the bookseller Humphrey Moseley, who brought out the *Poems of Mr. John Milton* in 1645. If Simmons was rather diffident and retiring among printers, Moseley was nothing if not flamboyant among booksellers. He plainly thrived in his trade, finding numerous opportunities for self-display, ranging from prefaces in which he praised himself, to service in high offices in the Stationers' Company (Stockkeeper, Renter Warden, Under Warden), to a will in which he left the Company £10 to buy a standing bowl or cup.<sup>26</sup> Moseley made no secret of his royalist sympathies in the period from 1641 to 1660 and even gives us something of himself in his book lists. In the latest such catalogue I have seen, one evidently from 1659 or 1660, he lists 363 items in various categories, the final grouping entitled *Books I Purpose to Print, Deo Volente*. Moseley thus posited not simply a potential clientele out there but one perhaps interested in Humphrey Moseley himself.<sup>27</sup>

Moseley was by no means necessarily a sharper either, but he certainly was an entrepreneur, with a good eye for what was likely to impress a reader. He states in his Preface to Milton's *Poems* that he has been so encouraged with the reception of Waller's late choice pieces among most ingenious men that he has been prompted to adventure forth once again in search of "ever-green, and not to be blasted Laurels" such as follow in the pres-

<sup>25</sup> There has been much speculation about Milton's possible dissatisfaction with Simmons as a publisher, since the poet did not return to Simmons with his later two volumes of poetry, the *Paradise Regained/Samson Agonistes* volume and the 1673 *Poems &c. upon Several Occasions*. But the spottiness of Simmons's career, the very evidence that prompts one to conclude he was not likely to take advantage of the blind, out-of-favor, 59-year-old poet, suggests further that Simmons himself may not have been greatly interested in publishing more of Milton's poetry (or indeed any poetry), or more simply that Simmons was not an obvious figure in the trade for Milton to return to.

<sup>26</sup> For Moseley's will, a brief biography, and a comprehensive list of books he published, see John Curtis Reed, *Humphrey Moseley, Publisher* (pt. 2), in 2 OXFORD BIBLIOGRAPHICAL SOCIETY PROCEEDINGS AND PAPERS, at 57-142 (1928).

<sup>27</sup> This list is inserted into a Bodleian Library copy of Waller's *Poems* (Shelf No. Don.f.144), published in 1645 but evidently not sold and bound until 1659 or 1660 since the inserted list contains titles from those years. For evidence of Moseley's royalism, see his *Prefaces and Dedicatory Epistles* to ARTHUR LAKE TEN SERMONS ON SEVERALL OCCASIONS (1641); BEAUMONT AND FLETCHER, COMEDIES AND TRAGEDIES (1647); and JOHN SUCKLING, LAST REMAINS (1659).

ent volume. As part of the presentation of Milton's poems, he provides not only that self-congratulatory Preface, but a letter of commendation on *Comus* from Sir Henry Wotton (duly mentioned in the Preface), letters and poems of praise from Milton's Italian friends, and a dedicatory letter, again for *Comus*, from Henry Lawes to Vicount Brackley, heir apparent to the Earl of Bridgewater. It is possible of course that Milton originally volunteered such letters without any prompting, but they look more like responses on Milton's part to requests for such items by Moseley; or if not that, in view of the high-toned appeal of Moseley's other volumes, what Milton assumed Moseley and his projected readers would like to see gracing the pages of a Moseley volume.

Warren Chernaik has suggested rather wittily that in the 1645 *Poems*, Moseley kidnapped Milton and made a royalist out of him, much against the poet's will.<sup>28</sup> Richard Helgerson earlier pointed to the similar way in which Milton's, Carew's, and Shirley's volumes of poems appear next to each other in Moseley's book lists and with virtually the same title, variations upon *Poems with a Masque*.<sup>29</sup> We are informed on the title page of Milton's *Poems* that "Mr. Henry Lawes, Gentleman of the Kings Chappel, and One of His Maiesties Private Musick," set the songs to music, and we are given similar information on the title pages of the works of Waller, Carew, William Cartwright, and John Suckling as well—all Royalist poets. We know from the Greek verse added at the bottom of the frontispiece of his *Poems* that Milton did not think highly of William Marshall's artistry;<sup>30</sup> Moseley on the other hand evidently did, since Marshall's engraved portraits appear as frontispieces for the poems of Milton, Shirley, and Suckling, and for prose works of Robert Stapylton, Edmund Gregory, and no doubt others. The works of Milton, Waller, Carew, Shirley, Suckling, and Cartwright are by these various means made to look like part of a series: Moseley's English Poets. Marshall even succeeded in making Milton and Shirley look alike. We know nothing at all of possible payments Moseley might have made to his various authors, but what his prefaces, his standardized format and frontispieces, his various appeals to a common (and

<sup>28</sup> Warren Chernaik, *Books as Memorials: The Politics of Consolation*, 21 YEARBOOK OF ENG. STUD., 210 (1991).

<sup>29</sup> RICHARD HELGERSON, SELF-CROWNED LAUREATES: SPENSER, JONSON, MILTON, AND THE LITERARY SYSTEM 272 (1983).

<sup>30</sup> Milton, upon seeing the portrait, evidently asked Marshall to engrave beneath it a few lines in Greek, a language the engraver seems not to have understood since one of the lines translates as "Portraiture the fool pretends" See I PARKER, *supra* note 12, at 289.

mainly royalist) audience did was to make these authors *his* authors.

Milton's move from a publisher of the likes of Humphrey Moseley to the much more obscure Samuel Simmons is in large part no doubt dictated by political events of the 1660s. Closely connected with the Puritan cause, having justified the execution of King Charles in print after the fact, having served as Secretary for Foreign Tongues to the Council of State in both the Republican and Cromwellian governments, several of his tracts having been condemned to be burned by the common hangman, and himself having been jailed briefly in 1660, Milton had plainly fallen out of favor. It could very well be that Humphrey Moseley's fashionable successor in the book trade of the 1660s and the bookseller who took over most of Moseley's titles, Henry Herringman, would, if asked, have had nothing whatsoever to do with a figure such as John Milton.<sup>31</sup> But regardless of the immediate cause of Milton's having recourse to a printer/publisher such as Simmons, what we can see in the change is Milton in effect gaining more leverage in the relationship with his representative in the marketplace. The balance in the relationship was plainly shifting in the direction of the author, even if the author was not yet *explicitly* claiming proprietorship in his intellectual work in the form of authorial copyright. It could be, and this we do not and probably cannot know, that Milton was attracted to and felt comfortable with Samuel Simmons precisely because Simmons, unlike Moseley, was *not* a force in the book trade. Simmons was someone Milton could lean on or even bully a bit, could extract a fair contract from, could be assured would do his best by the poem's text, giving it careful and respectful attention (which in fact Simmons did do).

Alternatively, the case may be, as I have already suggested, that Milton was grateful to find *anyone* in 1667 who would be will-

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<sup>31</sup> Herringman was what we might call Moseley's spiritual heir in the trade, buying up the large majority of Moseley titles in fashionable poetry. The Stationers' Register entry for August 19, 1667 (as it happens the entry immediately before that of Simmons for *Paradise Lost*), for instance, records the transfer from Moseley's widow to Herringman of the rights to the poems of Cowley, Donne, Davenant, Carew, Crashaw, Suckling, Denham, and Volume III of the Works of Jonson. Milton's *Poems* is not on that list, nor was it transferred on April 9, 1664 when Herringman assumed the rights in the copy of Moseley's other 1645 poet, Edmund Waller. When Milton's 1645 volume was reissued in 1673, it was under the imprint of quite a different bookseller, Thomas Dring. There is, however, no record of the transfer of the copy of that early volume of Milton's poems anywhere in the Stationers' Register and we do not know whether to assume Herringman did not want it or whether some other bookseller or printer (or perhaps even Milton himself) had made some other or prior special arrangement with Moseley for that particular item.

ing to risk publishing the work of an out-of-favor poet and a work unlikely to bring a publisher much profit, either late or soon. But even if Milton's choice of, or alighting upon, Simmons was an act of desperation rather than considered and willed authorly choice, the contract that arises from that act remains in itself a significant document in the history of authorship—largely because of the, I would argue, mistaken construction put upon it by Milton's eighteenth-century editors, biographers, and critics. Simmons's copy of the contract seems to have been passed on to bookseller Jacob Tonson when that marketing genius acquired the full copyright to *Paradise Lost* (in two separate steps, in 1683 and 1691). Thereafter, the contract remained, no doubt as proof of possession of the copyright, in the hands of the Tonson family until 1768, along with the manuscript of Book I of the poem. The third generation Jacob Tonson even used it as evidence in a court action to frighten off a prospective publisher of Milton's poem in 1739, well after the Copyright Act's prescribed twenty-one years had elapsed. But the Tonsons also made the contract available to the various editors who were bringing out editions under their aegis. And in 1725, Elijah Fenton, one of those Tonson editors, discussing the contract and the arrangements it stipulates, complained about the fact that Milton could get no more than £15 for his copy, which small sum Fenton saw as reflecting the political bias and bad taste of Restoration England: "So unreasonably may personal prejudice affect the most excellent performances!"<sup>32</sup> Thomas Newton, a clergyman and later a bishop and thus something in addition to a professional writer or editor, narrowed the attack from one on the age generally to one on publishers (Newton thereby biting one of the hands that was helping to feed him): "And how much more do others get by the works of great authors, than the authors themselves!"<sup>33</sup> It remained for Isaac Disraeli in the early nineteenth century to advance perhaps the most caustic attack upon booksellers in the context of this particular conveyance, singling out for abuse, not Simmons, but the subsequent owners of the copyright, the Tonsons: "Tonson and all his family and assignees rode in their carriages with the profits of [Milton's] five-pound epic."<sup>34</sup>

<sup>32</sup> Elijah Fenton, *Preface* to JOHN MILTON, *PARADISE LOST* at xxiii (London, Elijah Fenton ed., 1725). This is the first detailed reference to the contract and I assume Tonson either told Fenton of it or showed it to him; if the latter, Fenton did not quite look long enough to get the details straight.

<sup>33</sup> Thomas Newton, I JOHN MILTON, *PARADISE LOST* at xxxvii (London, Thomas Newton ed., 1749).

<sup>34</sup> ISSAC DISRAELI, *CALAMITIES OF AUTHORS* 28-29 (London, 1812).

The various eighteenth-century editors and writers who attacked Simmons, Tonson, and booksellers generally were plainly appropriating Milton in their own struggle for respectability (and cash), a struggle they viewed themselves as carrying on in part with their needed representatives in the marketplace. In mounting such attacks, they were viewing Milton as an unfairly treated author of their own eighteenth-century sort, making Milton one of their own. Whatever construction we wish to put on Milton's contract with Simmons then, that is, whether we view the poet (as I have argued here) as *not* treated unfairly by Simmons, or whether we prefer to say that he was, Milton has claim to be considered our earliest modern professional author.