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"ITEM, I ARTICLE": CONTRACTS IN RESTORATION COMEDY

The University of Arizona

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"ITEM, I ARTICLE":
CONTRACTS IN RESTORATION COMEDY

by
Kathleen Rosemary Davis Sands

A Dissertation Submitted to the Faculty of the
DEPARTMENT OF ENGLISH
In Partial Fulfillment of the Requirements
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In the Graduate College
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1982

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THE UNIVERSITY OF ARIZONA
GRADUATE COLLEGE

As members of the Final Examination Committee, we certify that we have read
the dissertation prepared by Kathleen Rosemary Davis Sands
entitled "ITEM, I ARTICLE":

CONTRACTS IN RESTORATION COMEDY

and recommend that it be accepted as fulfilling the dissertation requirement
for the Degree of Doctor of Philosophy.

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February 9, 1982

February 9, 1982

7 Feb 82

Final approval and acceptance of this dissertation is contingent upon the
candidate's submission of the final copy of the dissertation to the Graduate
College.

I hereby certify that I have read this dissertation prepared under my
direction and recommend that it be accepted as fulfilling the dissertation
requirement.

J. Douglas Canfield
Dissertation Director

3 Feb. 82
Date

STATEMENT BY AUTHOR

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SIGNED: Kathleen Rosemary Davis Sands

to my mother and father

PREFACE AND ACKNOWLEDGMENTS

For each play, I have used the earliest edition available through Readex Microprint (almost always the first), giving subtitles only in Plays Cited, not in the text. I do not include place of publication in Plays Cited because all the plays were published in London. I always document the plays parenthetically in the text, citing the year of publication for each initial reference, the page or signature number in most cases, and the playwright and act number in every case. I cite no scene numbers because the plays exhibit no consistent use of scene division, and most have none at all. I use the playwrights' full names in initial references and last names alone in subsequent references, except for Sir Robert Howard and James Howard, for whom I always use full names to avoid confusion. I have corrected the erratic pagination in Congreve's Love for Love and Farquhar's Inconstant, as well as the nonprogressive act numbers of Farquhar's Love and a Bottle. I have also corrected the few obvious typographical errors, such as Count Bellair's "your Honeste de vera little" instead of "your Honeste be vera little" in Farquhar's Beaux Stratagem (III, p. 38) but otherwise have not emended spelling, capi-

talization, or punctuation. For sources other than plays, I use footnotes for initial references and parenthetical documentation for subsequent references, unless they are included in collective citations, which always appear in footnotes.

I am grateful to the members of my supervising committee: to Dr. Charles W. Scruggs, who produced kind words and thoughtful comments despite his being shanghaied into committee work at the last minute; to Dr. Jerrold E. Hogle, whose copious and pointed suggestions at first dismayed but then inspired me; and especially to Dr. J. Douglas Canfield, whose critical acuity, tact, and good humor have for years helped my thinking and writing. To these gentlemen I owe a debt I can probably never repay in kind, and so

I can no other answer make but thanks,
And thanks, and ever oft good turns
Are shuffled off with such uncurrent pay.
(Twelfth Night III.iii.14-16)

And to Robert D. Hicks, I owe a different but not a lesser debt: for researching and typing (and typing . . . and typing) with amazing cheerfulness, for judicious coercion on those many days I thought writing impossible--for all this and more, my gratitude.

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ABSTRACT

This study of sixty-seven Restoration comedies demonstrates that the ethical system by which the comic playwrights distribute praise and blame to their characters is a contractual one: those characters who learn to respect contract--the social acknowledgment of another's equality and autonomy--are those who win the dramatic prizes, whether money or marriage. Those characters who attempt to subvert or pervert the contractual ethic, whether through ignorance or design, generally defeat their own aims. Critical opinion has not often favored this thesis because it assumes that contract and trust--the latter a quality many critics now see as important in these comedies--are mutually exclusive. But legal history and legal theory show instead that they are mutually dependent, that an act of trust is a priori an act of contract, and the intellectual milieu of the seventeenth century provided the comic playwrights with ample reinforcement for this idea. Two of the three prerequisites for contract, agreement and consideration, take the same definition in comedy as in law. The third, however, constitutes the major difference between contracts in life and contracts in comedy:

what the law calls identity or personality. This quality, explicitly defined in law, is less so in comedy, but it must nevertheless be present if we are to recognize any character as a responsible social being. Furthermore, that character must possess, in addition to this requisite identity, the awareness that personal contract--a private, self-enforcing agreement--is both ethically and practically superior to legal or illegal manipulation or force. Once possessed of both identity and a willingness to contract--of both individual and social integrity--that character earns the right to enjoy the emotional and material wealth which so happily rewards those upholding the comedies' moral vision, a moral vision that sees the contractual ethic as a testament to man's respect for and trust in his fellows.

INTRODUCTION: "INPRIMIS, THEN"
--The Way of the World, IV, p. 58

One of the most prevalent and important concepts in Restoration comedy is contract. The word itself appears in the plays repeatedly, as do its synonyms and near-synonyms: bargain, agreement, covenant, compact, treaty, pact, bond, stipulation, settlement, and so on. Under these designations, the concept manifests itself in virtually every comedy of the period, codifying the terms of relationship between buyer and seller, consignor and carrier, parent and child, husband and wife, siblings, friends. Its dramatic function is a serious one, emphasizing that the ultrasocial world of the comedies demands that its inhabitants sow as well as reap, give as well as take, discharge responsibilities as well as enjoy rewards. Contract serves as a moral wedge separating men from monsters, trusters from tricksters, reason from treason, ethics from antics. It provides the test by which we judge the characters' integrity, and those who prove themselves moral lightweights by repudiating contract--the key to communal order and contentment--prove themselves unworthy to participate in the comic restoration of order, unworthy to garner the emotional and material prizes enjoyed by their more conscientious counterparts, unworthy to understand the moral vision that

sees the contractual ethic as a testament to man's respect for and trust in his fellows.

This thesis is not a popular one among critics of Restoration comedy, apparently because many of them assume that contracts and morality--the latter a quality many critics now see as important in the comedies--are mutually exclusive: contracts seem unnecessary in a moral world; morality (the free choice of virtue over vice) is not possible when contracts dictate behavior. Wallace Jackson, for instance, believes that if the "resolutions at which [a Restoration comedy] arrives are contractual . . . the play obviates a moral context entirely."¹ Actually, though, very few critics of Restoration comedy have discussed contracts at all, and of those few, most see contracts as amusing superfluities or, worse, as satiric targets rather than philosophical ideals. Both Kathleen M. Lynch and Sue L. Kimball call marriage provisos "games," Lynch asserting that provisos are "whimsical" and "elaborate contest[s] of wit" in which each lover tries to constrain the other without being himself constrained.² Similarly, for Robert D.

¹"The Country Wife," South Atlantic Quarterly, 72 (1973), 541-546.

²Lynch, "D'Urfé's L'Astrée and the 'Proviso' Scenes in Dryden's Comedy," Philological Quarterly, 4 (1925), 302-303, 308; Kimball, "Games People Play in Congreve's Way of the World, in A Provision of Human Nature, ed. Donald Kay (Birmingham: Univ. of Alabama Press, 1977), pp. 191-107 passim.

Hume the proviso scenes are a sort of linguistic divining rod, merely the means to finding the "answer to the question, 'Where will sovereignty lie in the marriage?'"³ Yvonne B. Shafer believes that the function of such scenes is to be "comic" by parodying legal language.⁴ And Paul J. Hurley, in an otherwise excellent article on the legal rhetoric in William Congreve's Way of the World (1700), completely glosses over the binding legal force of Mirabell's and Millamant's witnessed agreement by describing it as merely a "metaphor" for the somehow more "real" contract of marriage.⁵

Other critics, though, far from relegating contracts to the realm of trivia as these do, perceive contracts as very important--but only in a negative sense. Contracts become weapons against faith and honor, attacking free will and personal responsibility. For instance, Ben Ross Schneider belittles the "contract mentality" of those who do not simply "trust" others to do as they should.⁶

³"Marital Discord in English Comedy from Dryden to Fielding," Modern Philology, 74 (1977), 252.

⁴"The Proviso Scene in Restoration Comedy," Restoration and Eighteenth Century Theatre Research, 9, No. 1 (1970), 1.

⁵"Law and the Dramatic Rhetoric of The Way of the World," South Atlantic Quarterly, 70 (1971), 197.

⁶The Ethos of Restoration Comedy (Urbana: Univ. of Illinois Press, 1971), p. 28.

William Myers finds the plays' world of contracts "a waste land."⁷ Both Susan J. Rosowski and Maximillian E. Novak see Mirabell's and Millamant's provisos in The Way of the World as "absurd," Novak asserting that such "cynical" and "unreasonable" conditions are well-nigh insulting "in view of the love between them": "Mirabel and Millamant would no more violate the natural politeness that springs from understanding and love than they would follow a set of silly agreements."⁸

These interpretations and similar ones, however, are misleading primarily because they fail to distinguish between real contracts, morally laudable, and pseudocontracts, morally reprehensible. This distinction derives from one basic principle: in order to create a real contract, a character must treat his partner as an equal, not as an inferior. In order for him to do this, he must fulfill a number of conditions: he must neither threaten nor coerce; he must make sure his terms, whether explicit or implicit, are clear and accepted; he must reveal all the pertinent information he possesses; he must have the

⁷"Plot and Meaning in Congreve's Comedies," in William Congreve, ed. Brian Morris (London: Ernest Benn, 1972), p. 81.

⁸Rosowski, "Thematic Development in the Comedies of William Congreve," Studies in English Literature, 16 (1976), 403; Novak, William Congreve (New York: Twayne, 1971), p. 150.

identity necessary to all partners in contract. Unless he fulfills all these conditions, a character cannot create a real--morally laudable--contract. Many characters, however, can and eventually do fulfill these conditions, and these characters are almost invariably rewarded, thus demonstrating that the value system of Restoration comedy demands that we distinguish between real contracts and pseudocontracts. Real contracts, far from being a priori bad, are actually a priori good. Only pseudocontracts are bad.

The failure to make this distinction necessarily results in some strained readings of the plays, as in Charles A. Hallett's interpretation of William Wycherley's Country Wife (1675). Hallett's "proofs" that Wycherley in this play satirizes the entire concept of contract exemplify the confusion that occurs when one tries to lump all contracts whatsoever, whether real or not, into one metaphysical heap. As one instance, Hallett points out that Pinchwife is cheated in his marriage contract since his wife "has no idea what marriage means."⁹ This is exactly the point. Since Margery "has no idea what marriage means," Pinchwife has no business trying to contract with her. His doing so undermines that principle of contract

⁹"The Hobbesian Substructure of The Country Wife," Papers on Language and Literature, 9 (1973), p. 385.

which demands that partners be both fully informed and freely consenting, for Margery is neither. As Hallett admits, the contract should be voluntary, but Margery initially can no more volunteer to contract with Pinchwife than his penknife can volunteer to "write Whore in [her] Face" (IV, p. 61). Pinchwife perceives both knife and wife as tools for his own use, and he is accordingly punished for dehumanizing Margery in this fashion. Margery too is punished, for as she gains in social awareness, she does not try to use her new knowledge to establish equitable terms of contract with her husband but rather uses it to manipulate him, thus undermining the contractual ideal herself. Her punishment is mild compared to his, however, for he is the initial (and the worse) offender. This particular "proof" that Wycherley is satirizing contracts in the play actually proves just the opposite: that Wycherley is satirizing--and punishing--the subversion of contract.

To be sure, a few critics have defended the marriage agreement and the deed of conveyance in The Way of the World as examples of laudable contracts. Unlike Novak, who believes that love creates "natural politeness," Martin Price rather believes that it creates an almost inevitable "loss of judgment," a loss that Mirabell and Millamant acknowledge and attempt to overcome through

their contract.¹⁰ Unlike Lynch, who sees provisos as a way for one lover to constrain another, Harold Love sees "mutual respect and a readiness to compromise" in the agreement between Mirabell and Millamant.¹¹ Various other critics perceive the agreement and the conveyance as defenses against "the chaos of reality" and the "existence of rapacious persons in a confused world," making possible "trustworthy human relationships," the preservation of "the unity of the . . . family," and the contracting partners' ability to "survive in the world."¹² Interestingly enough, even some of those who trivialize or condemn contracts in other plays laud those in The Way of the World.¹³ Ironically, though, no critic has interpreted either the agreement or the conveyance correctly in the light of legal history. The deed of conveyance is

¹⁰To the Palace of Wisdom (1964; rpt. Carbondale: Southern Illinois Univ. Press, 1964), p. 245.

¹¹Congreve (1974; rpt. Totowa, N. J.: Rowman and Littlefield, 1975), p. 106.

¹²William Van Voris, "Congreve's Gilded Carousel," Educational Theatre Journal, 10 (1958), 216; Paul T. Nolan, "Congreve's Lovers," Drama Survey, 1 (1961-62), 337.

¹³For instance, see Myers, pp. 85-86; Novak, "Love, Scandal, and Moral Milieu of Congreve's Comedies," in Congreve Consider'd (Los Angeles: William Andrews Clark Memorial Library, 1971), p. 27; Hume, "The Myth of the Rake in 'Restoration' Comedy," Studies in the Literary Imagination, 10, No. 1 (1977), 29.

technically not a contract at all: a contract confers rights in personam (personal rights), not rights in rem (property rights).¹⁴ And the proviso scene ends, not with the betrothal of Mirabell and Millamant, but with their actual marriage, as the chapter on law explains.

But The Way of the World is not by any means the only Restoration comedy in which contracts constitute a vehicle for moral judgment. In fact, seldom in any other comedy of the time does a character go unpunished for undermining contract, although there are, of course, a few instances in which such is the case. For example, William Cavendish, Duke of Newcastle's and John Dryden's Sir Martin Mar-all (1668) ends with Sir John Swallow, a blameless character, requesting and receiving the hand of Mrs. Christian, who, unknown to him, agrees to marry him solely in order to legitimize her child-to-be by Lord Dartmouth (V). Similarly, Hazard in the anonymous Mistaken Husband (1675) finally achieves total sexual and social control over the woman he desires, apparently in reward for impersonation, slander, blackmail, theft, and kidnapping (V). These occurrences, of course, fail to uphold the ideal of contractual morality, since in each of them a manipulator

¹⁴Edward Jenks, The Book of English Law. Rev. P. B. Fairst, 6th ed. (1928; rpt. Athens: Ohio Univ. Press, 1967), p. 318.

triumphs over an innocent. But these episodes are anomalous in the comic world, a world which demands of its inhabitants a clear understanding of their dependence on and responsibilities to other individuals and society as a body. Only through this understanding can they maintain the delicate balance between requisition and concession, between private being and social being, between rights and duties, between free will and obedience--a balance creating, if only for a moment, a synthesis of man's law and God's.

HISTORY AND DEFINITION: "IT IS OUR MUTUAL INTEREST"
--The Man of Mode, I, p. 14

The idea of contract as a moral vehicle is not, of course, the invention of the Restoration's comic playwrights, but it does gain its first wave of popular support during the seventeenth century. Historical cliché says that political theorists of the time began to advocate compromise over coercion, cooperation over domination, and that the intellectual emphasis of seventeenth-century Europe gradually focused on contract as the means to increased well-being for both state and individual. Not surprisingly, much of the literature of the Restoration reflects this new interest, and the comedies, many quite topical, are no exception. So what may seem to us at first an unwarranted emphasis on the moral function of contract in these comedies becomes more justifiable after we realize the implications and examine the definitions of contract as the playwrights knew them.

"There is probably no sharper contrast between archaic and mature law than is to be found in the institution of contract," asserts legal historian William Seagle. "Mature law is primarily a law of obligations derived from the agreement of individuals . . . [who] through the

mechanism of contract create rights for themselves." Contract, he says, is the "supreme fetish" of the modern legal system, "virtually the civil law itself."¹ This concept is one of the données of modern legal history, endorsed for the past century by virtually every major commentator on the history of legal evolution in the English-speaking world. Leslie Stephen, for instance, designates contract the major rite of passage for Western civilization as it evolved from a "supposed state of nature into a social state."² And Edward Jenks in The Book of English Law, one of this century's classic texts on the common law, proclaims the English concept of contract "the admiration of the world . . . an epoch-making change in the law" (pp. 316-17). The justification for what may appear to be some rather hyperbolic panegyrics lies partially in James Willard Hurst's explanation that contract law "define[s] and guarantee[s] a wider dispersion of the powers of decision in a community . . . by committing to private hands legally protected control over the bulk of economic resources."³ But communal economic efficiency alone does not

¹The History of Law, 2nd ed. (1941; rpt. New York: Tudor, 1946), pp. 252-53.

²The History of English Thought in the Eighteenth Century, 3rd ed. (New York: G. P. Putnam, 1902), II, 133.

³Quoted in E. Allan Farnsworth, "The Past of Promise," Columbia Law Review, 69 (1969), 557.

warrant such praise as Jenks's. More telling is Seagle's point that contract enables people to "create rights for themselves"--to create, not to accept, rights for themselves (p. 253). Quite simply, contract empowers the individual himself, not the legal system in the abstract, to act as the lawgiver--an important concept in traditional comedy, which strives for the integration of individual autonomy and social responsibility.

This concept is one we have all taken for granted hundreds of times: we sign rental agreements, buy warrant-tied toaster ovens, hire impecunious undergraduates to do yard work, bribe our children to get good grades, pay insurance premiums and union dues, argue over divorce settlements--all with nary a thought that we are engaging in an activity which legal anthropologists and historians tell us is almost freakishly rare in primitive societies, both past and present.⁴ Furthermore, almost all of us today consider contracts--when we consider them at all--in exclusively commercial terms. But to the political and legal theorists of the seventeenth century--and to the playwrights--contract meant a great deal more than rental agreements and insurance premiums: it meant the possibility of radical

⁴Farnsworth, pp. 582-88 et passim; R. D. Schwartz and J. C. Miller, "Legal Evolution and Societal Complexity," American Journal of Sociology, 70, No. 2 (1964), 168-69; Sir Paul Vinogradoff, Outlines of Historical Jurisprudence (1920; rpt. New York: AMS, 1971), I, 141, 368.

changes in government, changes allowing citizens much greater control over their country's affairs (and over their own) than they had ever previously possessed.

The major seventeenth-century theories of contract emerge from the controversy surrounding that era's prevailing political obsession: absolute sovereignty. And, interestingly enough, even those theorists justifying absolute sovereignty on the basis of divine right often couch their arguments in contractual terms, as, for instance, Richard Hooker does in the decade preceding the turn of the century. Of the Laws of Ecclesiastical Polity (1591?-1597) declares that man's covenant with God supersedes all other contracts and "bind[s] men absolutely even as they are men, although [even if] they have never any settled fellowship, never any solemn agreement amongst themselves what to do or not to do." But Hooker also contends that mundane contracts, as long as they do not interfere with man's obligations to God, are vital to the realization of social order: "to supply those defects and imperfections which are in us living single and solely by ourselves, we are naturally induced to seek community and fellowship with others."⁵ Though primarily concerned with covenant rather than contract--a faulty distinction, as we shall see later--Hooker

⁵Ed. the Reverend John Keble, 6th ed. (London, 1874), I, 239.

is using concepts and vocabulary (especially in the idea of agreement) soon to be codified in English contract law.

A decade later, the English translation of Jean Bodin's Six livres de la république (1576, translated 1606) affirms Hooker's position that divine right justifies the sovereign's immunity from legal prosecution. The work goes on to say, however, that "the contract betwixt the prince and his subjects is mutual, which reciprocally bindeth both parties, so that one partie may not start therefrom [renege], to the prejudice, or without the consent of the other." As the "formall warrant to all his subject," the ruler is bound--not by law, but by God--to fulfill his contractual obligations to them.⁶

This position, though, is not common among proponents of divine right. In fact, it provides a popular target for the more traditional absolutists of the century: Bishop Bossuet and Sir William Temple, James I and Louis XIV. One of its most vehement assailants, Sir Robert Filmer, declares in Patriarcha (1630? published 1680) that all social contracts whatever are nonsensical because of mankind's inherent incapacity for good judgment. For Filmer, free will, natural law, innate equality, and government by consent are ideas not only mistaken, but

⁶Six Bookes of a Commonweale, ed. Kenneth Douglas McRae (Cambridge: Harvard Univ. Press, 1962), pp. 92-93, 106-07).

heretically dangerous. Interestingly, though, his argument that social contracts are invalid is itself a contractual one: he contends that a sovereign's power derives from Adam's original contract with God; as Adam's direct descendant, that sovereign is bound to uphold the terms of Adam's contract (even though Adam did not uphold them himself). In essence, Filmer's position is that a sovereign cannot contract with his subjects because he is precontracted to God.⁷

But champions of divine right have more extreme radicals to contend with than Bodin, who despite his unconventional conclusions, nevertheless agrees with the premise that God, not man, determines society's sovereign. Hugo Grotius, for instance, in De Jure Belli ac Pacis (1625) contends that legal contract alone, not divine right, justifies a sovereign's absolute power over his people. While agreeing with Bodin's assertion that a subject has no right to disobey his sovereign's commands, Grotius also argues that natural law gives men the right "to provide whatever is essential to the existence or convenience of life" through legal contracts with other men, including the sovereign. Since it is not by God's deputation but by agreement

⁷Ed. Peter Laslett (Oxford: Alden, 1949), pp. 55, 74, 103, 118. See also James Daly, Sir Robert Filmer and English Political Thought (Buffalo: Univ. of Toronto Press, 1979), pp. 58, 83, 100.

with his subjects that he is empowered to rule, the sovereign is legally liable for his actions. "In all contracts," Grotius says, "natural justice requires that there should be an equality of terms." Such equality of terms is assured only by equal legal status: the sovereign can claim no privileged legal status--especially not legal immunity.⁸ It is with Grotius that the argument for absolute sovereignty begins to shift from a demand for divine sanction to a demand for human sanction, a concept crystallizing in Thomas Hobbes's De Cive (1640) and Leviathan (1651).

For Hobbes, man's natural condition is war. Therefore, social self-preservation can be achieved only through artificial means: the creation of a "mortal God," a sovereign body politic in which men voluntarily transfer all their natural rights (except that of self-defense) to an absolute monarch in return for that monarch's legal and martial protection, both against those others inside the society and against those outside. This relationship constitutes a covenant, a scriptural concept Hobbes uses to denote a contract by which the monarch promises future performance (protection) in return for his subjects' present performance (transferring their rights to him). Further-

⁸The Rights of War and Peace, Including the Law of Nature and of Nations, trans. A. C. Campbell (London: M. Walter Dunne, 1901), pp. 99, 145-47.

more, since contract involves a mutual transfer of rights, the sovereign's covenant with his subjects prevents him from unilaterally forfeiting his power. Hobbes asserts that "a contract obligeth of itself [Hobbes's emphasis]": no disinterested third party needs to insure either contractor's performance since neither would choose to transfer a natural right unless he believed that he would gain by that transfer. Oaths confirm but do not bind the covenant: as Brian Barry says, for Hobbes "the key [to contractual performance] is trust"⁹--trust engendered by each contractor's awareness that it is to his own benefit to discharge his obligations.¹⁰ This assumption that contracts are self-enforcing persists today: it is in Hobbes's works that we see the seeds of twentieth-century contract law.

Of course, even more often than the proponents of absolute sovereignty, its opponents resort to contract as support for their arguments. One of the most articulate of these opponents, Johannes Althusius, asserts in his Politica (1603, revised 1610, 1614) that the sole concern of government is "association (consociato) in which the symbi-

⁹"Warrender and His Critics" (1968), rpt. in Hobbes and Rousseau, ed. Maurice Cranston and Richard S. Peters (New York: Anchor, 1972), p. 50.

¹⁰The Citizen, trans. Thomas Hobbes, in Man and Citizen, ed. Bernard Gert (New York: Anchor, 1972), p. 126-30; Leviathan (New York: Polyglot, 1950), pp. 59-79, 103-19.

otes [social beings] pledge themselves each to the other, by explicit or tacit agreement, to mutual communication of whatever is useful and necessary for the harmonious exercise of social life." Because all "associations"--familial and commercial, private and public, regional and national--are, as Althusius says, "symbiotic," a sovereign may rule only by popular consent since mutual benefits are to accrue to the sovereign and his subjects. Furthermore, sovereign powers are restricted by law: the ruler's oath of loyalty to a body of legal codes insures not only limited rule, but also the people's right to replace an unsatisfactory sovereign with one more to their liking. Essentially, true sovereignty lies, not in the king himself, but in the people through their "associations": families, federations, synods, conventions, corporations. Government, for Althusius, consists wholly of a system of overlapping social contracts, the purpose of which is to provide each individual with the power to dictate the terms by which he can live comfortably in society.¹¹

Theory occasionally spawns practice: Althusius's argument that a sovereign is no less legally accountable than any of his subjects prevailed with the English High Court of Justice in 1649. Charles I proclaimed himself a

¹¹The Politics of Johannes Althusius, trans. Frederick S. Carney (Boston: Beacon, 1964), pp. 12-17, 21-26.

martyr, but John Milton's "Eikonoklastes" (1649?) labels him a public enemy. Because he refused to recognize his subjects' "association," Parliament, he failed to uphold his sovereign legal contract with those subjects:

And how is it possible that hee should willingly incline to Parlements, who never was perceiv'd to call them, but for the greedy hope of a whole National Bribe, his Subsidies, and never lov'd, never fulfill'd, never promoted the true end of Parlements, the redress of grievances, but still put them off, and prolong'd them, whether gratify'd or not gratify'd, and was indeed the Author of those greevances.

For Milton, there is no question but that Charles was an actual legal criminal:

He himself hath many times acknowledg'd to have no right over us but by Law [which acknowledgment Charles specifically denied to his judges]; and by the same Law to govern us: but Law in a Free Nation hath bin ever public reason, the enacted reason of a Parliament; which he denying to enact, denies to govern us by that which ought to be our Law; interposing his own privat reason, which is to us no Law. . . . If Kings presume to overtop the Law by which they raigne for the public good, they are by Law to be reduc'd into order. . . . His authority was by the People first giv'n him conditionally, in Law and under Law, and under Oath. . . . If the Covenant [between king and people] were made absolute, . . . it cannot then be doubted, but that Covenant was rather a most foolish, hasty, and unlawful Vow.¹²

Milton's position is diametrically opposed to Filmer's: for Filmer, the fact of God invalidates all social con-

¹²In the Works of John Milton, ed. William Haller (New York: Columbia Univ. Press, 1932), V, 78, 83, 299-301.

tracts; for Milton, the fact of God validates them, their binding power deriving from oaths sworn in His name.

For John Locke, however, absolute sovereignty is not bad government, but nongovernment, "no Form of Civil Government at all." Locke's system in Two Treatises of Government (1698) shows that the concepts of political society and of absolute sovereignty are mutually exclusive: an absolute monarch, by definition, lives in a "state of nature," a condition in which he may exercise perfect freedom in all ways; his subjects, by definition, live in a "Political, or Civil Society," a condition in which they resign their freedom for the sake of the common good. Locke perceives the two conditions as "inconsistent," the subjects having forfeited rather than exchanged their natural right to self-preservation. They thus exist in a "worse condition than the state of nature, wherein they had a Liberty to defend their Right against the injuries of others, and were upon equal terms of force to maintain it." In short, "Absolute Dominion, however placed, is so far from being one kind of Civil Society, that it is as inconsistent with it, as Slavery is with Property." Contract or "compact," on the other hand, is not necessarily inconsistent with either the civil or the natural state, for the morally binding power of contract is

always self-enforcing: "For Truth and keeping of Faith belongs to Men, as Men, and not as Members of Society."¹³

And these men, though among the best-known, are by no means the only seventeenth-century political theorists to devote much argument to the question of contract as a basis for government. Italy's Tommaso Campanella, Germany's Samuel von Pufendorf, France's Henri-François Aguesseau, the American colonies' Thomas Hooker and William Bradford, and England's own Richard Zouche, John Selden, James Harrington, and, of course, Sir Edward Coke are just a few of the others who wrote works analyzing the social implications of contract. But the seventeenth was a century disposed to action as well as discussion, and the actual political ramifications of contract theory are evident in the large number of compacts, agreements, and covenants born of the era, including two of the most prominent in American history: the Leyden Agreement (1618), ensuring the Scrooby-Leyden Separatists the patent to their colony's land in Virginia; and the Mayflower Compact (1620), the effectual constitution for Bradford's Cape Cod colony. And in the centuries following, the rest, literally, is history: the history of the American Civil War, fought, as Seagle observes, upon the presumption of

¹³Two Treatises of Government, ed. Peter Laslett, 2nd ed. (Cambridge: Cambridge Univ. Press, 1967), pp. 287-88, 294-95, 343-44, 377, 402.

contract violation (p. 267); the history of the Articles of Confederation and the Declaration of Independence; the history of the classic treatises on contract, Montesquieu's and Rousseau's and Adam Smith's and Sir Henry Maine's.

Of course, these philosophical metamorphoses in seventeenth-century government did not evolve independently of those in social realms we regard as more private: business and family life, the realm of Restoration comedy. In fact, because of the popular assumption that contractual relationships derive from natural rights and obligations, social and private contracts were considered more closely analogous in the seventeenth century than they are today: a sovereign's contract with his subjects and a vintner's contract with his clients were perceived, not as two different kinds of relationship but simply as two variations of the same kind of relationship. Hobbes's primary concern, after all, is not with specific relations between sovereign and subjects, but with general relations among all men in the body politic.¹⁴ Besides, the distinction between public and private law is, as Seagle points out, an artificial one: "All law has a social organizing power" (p. 267). If the seventeenth century is indeed "modern" in any definable sense, perhaps it is so in its recognition of the

¹⁴P. S. Atiyah, The Rise and Fall of Freedom of Contract (Oxford Univ. Press, 1979), pp. 37-44.

fundamental role of contracts, not just in government, but in all social spheres, both public and private--a recognition naturally manifest in contemporary comedy, concerned as it is with topical issues.

But recognition is not definition, and, in fact, most seventeenth-century legal theorists are as nebulous in their terminology as are most twentieth-century. What is the difference between a "compact" and a "covenant"? An "agreement" and a "bargain"? What, after all, is a contract? Modern legal usage has reduced the definition, with few variations, to a neat formula: a contract is an agreement between two or more persons to act or to refrain from acting, which agreement is acknowledged by the transfer of valuable consideration.¹⁵ Unfortunately, however, this definition is oversimplified, both for the seventeenth century and the twentieth. The trouble lies in the ambiguity of the three key nouns, agreement, persons, and consideration, nouns whose meanings form the basis for our judgment of the comedies' contracts.

Agreement, or consensus ad idem ("meeting of the minds") is generally considered the prime requisite of contract. But if A and B agree that C is a scoundrel, that is no contract. The agreement must involve, not merely a

¹⁵ See Jenks, p. 318; Philip S. James, Introduction to English Law, 7th ed. (London: Butterworths, 1969), p. 239.

course of thought, but a course of action for all the contracting parties. Therefore, if A fails to perform his promised action, B can sue for breach of contract even if he has suffered no loss; it is the action itself, not the result of the action, with which modern contract law concerns itself.

But this has not always been the case. Before the seventeenth century, A could sue B for breach of promise only if he could prove that he had suffered a loss as a result of B's negligence. Then, the law generally considered such breaches a form of trespass and dealt with them as infractions, not of personal rights, but of property rights: a breach of promise was usually perceived as an incomplete conveyance (transfer of title to property), and was therefore not a contract at all, as later defined in seventeenth-century law (see Introduction, n. 14). Philip S. James points out that before the seventeenth century, "the one type of claim [breach of promise] shades imperceptibly into the other [trespass], and it is not really easy to classify them independently." Furthermore, the writs of debt (an action to recover money rather than gain new property) and detinue (an action to recover one's own detained property) effectually, though indirectly, enforced other sorts of contract not considered incomplete conveyances. But a broken promise not resulting in

loss was, though perhaps immoral, not yet illegal, and it was therefore not a concern of the secular courts, which, in fact, were often specifically forbidden to entertain pleas of contract violation. Not until 1602 in the highly significant *Slade's Case* was breach of contract successfully argued on the basis of assumpsit ("he has undertaken"), and contract violation in itself became actionable for the first time in English history. A decade later, writs of assumpsit protected nearly all the forms of contract enforced today by modern contract law.¹⁶

So it was in the early seventeenth century that a breach of promise came to be interpreted as an act in personam ("against the person")--and therefore a breach of contract--rather than an act in rem ("against the thing"). As such, it became vital to establish the fact of an agreement between the contracting parties previous to the fact of any action taken as a result of the contract. The problem, of course, lies in proving the fact of such an agreement, which must be complete and wholly voluntary. As A. W. B. Simpson points out, "Contractual obligations are by definition self-imposed: hence any factor showing lack of consent is fatal to the existence of a contract,

¹⁶James, pp. 239-40; Jenks, p. 319; Sir Henry Maine, Ancient Law (1861; rpt. London: Humphrey Milford, 1931), p. 267; Louis A. Knalpa, Law and Politics in Jacobean England (London: Cambridge Univ. Press, 1977), pp. 118, 149.

and conversely the rules governing the formation of contract are all conceived of as designed to differentiate cases of true consensus where two wills become one will, from cases where consensus is lacking."¹⁷ And the major problem with proving the fact of such an agreement, whether in law or in comedy, is that the agreement does not have to be explicit to be binding. Jenks says that the contracting parties make their promises to each other "expressly or by implication" (p. 318). Similarly, James says, "The question of whether or no an agreement has been reached must, in practice, be judged not according to what the parties assert about their own states of mind, but according to what may be reasonably inferred from their words or actions [my emphasis]" (p. 241). "Reasonably," of course, is a problem: one man's reason is another man's madness. Tacit agreements are called quasi-contracts, a term James finds "a perverse misnomer" (p. 303) because the ostensibly essential element of contract, agreement, is questionable in quasi-contractual relationships, yet the law treats such relationships as if (quasi) they were explicit contracts. Most U.S. citizens, for instance, do not realize that theirs is a quasi-contractual obligation to the IRS, which, if citizens fail to pay their taxes, has

¹⁷"Historical Introduction," Cheshire and Fifoot's Law of Contract, ed. M. P. Furmston, 9th ed. (London: Butterworths, 1976), p. 13.

a legal right to demand restitution just as if an explicit agreement existed.

This rather insidious form of contract evolved right along with explicit contracts, being treated as implied assumpsit in the seventeenth century. The English courts realized soon enough that obligations ex contractu (arising from explicit contract) and obligations ex delicto (arising from some fault of the defendant) did not comprise all those obligations that they thought should be legally enforceable. What if A, thinking to deliver cattle to B's pasture but not knowing exactly where it was, accidentally herded the cattle into C's pasture? Clearly C was obliged to restore the cattle, but why? He had made no promise to restore them (an obligation *ex contractu*), and it was not through his own fault that he was in possession of the cattle (an obligation *ex delicto*). The court therefore was forced to deem his obligation quasi-contractual if he were to be compelled to give up the cattle. Such "constructive [implicit] obligations," interpreted in the light of accepted usage and "common sense," enjoy the same lawful protection as do explicit obligations.¹⁸ Consequently,

¹⁸James, p. 263; Jenks, p. 331; Simpson, "Historical Introduction," p. 10; A. W. B Simpson, A History of the Common Law, (Oxford: Clarendon Press, 1975), p. 489; Theodore F. T. Plucknett, A Concise History of the Common Law (Rochester, New York: Lawyers Co-operative, 1929), pp. 405-11.

we learn we must qualify rather radically our initial definition: contracts are agreements--but not always explicitly so. To be sure, bargains among characters in Restoration comedy frequently are based on explicit agreements, but we should not too hastily condemn as mere pseudo-contracts those bargains lacking such explicitness: an implicit agreement, manifest in the participants' status (parent, child, patron, friend) or in their exchange of any token consideration (a glance, a code word, a pointed silence), is no less the basis for a real contract than is any agreement sworn in front of a magistrate. Therefore, Boniface's attempt to sell his own daughter's chastity in George Farquhar's Beaux Stratagem (1707) is a violation of his implicit parental obligation, his contract with both daughter and society. That daughter is thus justified in subsequently repudiating the relationship: "my Father! I deny it" (I, p. 9), for in rejecting the duties of a father, Boniface has also rejected his right to the name.

The second key noun in the definition of contract, persons, does not at first seem to admit of much ambiguity: a person is a person, most of us would agree. But seventeenth-century law and seventeenth-century playwrights do not agree, and, in fact, it is the growth of contract which is responsible for spawning the bourgeois concept that a legal "person" is quite distinct from a human being,

an idea which forms the basis of modern jurisprudence. This idea apparently evolved as a reaction against the feudal concept of status, which dictated that one's legal rights (or lack of) derived entirely from his lineage and social position. Technically, feudalism was a form of contract because, as Seagle points out, "the rendering of homage by the vassal to the lord was theoretically a voluntary act, resulting from an agreement between them." But this agreement was "a contract to end all contracts" because that vassal could by no means determine his own terms of contract: his status as vassal determined them for him at birth, and he was impotent to change them.¹⁹

Such static relationships were anathema to most of the seventeenth-century advocates of contract, who promoted the philosophy that social entities--individuals, families, business--possessed intrinsic rights in and duties to their society and that these rights could theoretically best be exercised and discharged free from the trammels of status. Hence, the concept of the juristic person was born, a "person" who may or may not be a person at all. Corporations, for instance, have enjoyed full contractual capacity since the beginnings of *assumpsit*, and, of course, many other types of organizations have exercised the same privilege

¹⁹Seagle, p. 265; Maine, pp. 252-53; Farnsworth, pp. 299-600.

for centuries: banks, insurance companies, local and national governments. In fact, over fifty percent of the plaintiffs in the U.S. civil litigation cases today are collective, not individual, persons. Even inanimate entities, notably idols, have occasionally been endowed with legal personality, or "identity," and during the thirteenth and fourteenth centuries, animals possessed of legal identity were frequently tried on criminal charges.²⁰

Not all people, though, possess this legal identity, just as not all characters in a Restoration comedy possess moral identity, that integrity of selfhood which qualifies them to assume the social responsibilities of contract. Various societies throughout history have denied legal personality--and therefore contractual capacity--to lunatics and drunkards, "infants" (minors), slaves and other noncitizens, friars and monks (considered "civilly dead" under English common law), enemy subjects in time of war, and, of course, women, especially married women. Under seventeenth-century common law, for instance, a married woman was denied all contractual capacity for the duration of her marriage: she could not buy or sell, sue or

²⁰ Simpson, History of the Common Law, pp. 550-51; Frederic William Maitland, "Moral Personality and Legal Personality," in Selected Essays, ed. H. D. Hazeltine et al. (1936; rpt. Freeport, New York: Books for Libraries, 1968), pp. 225-29; Craig Wanner, "The Public Ordering of Private Relations," Law and Society Review, 8 (1974), 423; James, pp. 89-90.

defend in her own person because the law deemed her merely a ward of her husband. If she had owned property before her marriage, she continued to own it nominally during the marriage, but the agency for that property automatically passed to her husband, who could sell or lease it at his own will, without her consent. Interestingly, though a married woman could not act as her own agent, she could act as her husband's agent if he so authorized. As his agent, she was not lawfully accountable for acts she performed in his name, since the law decreed that "he who acts through another acts for himself."²¹ Ironically, she was empowered to function as the tool of another, but not as a legally-recognized person on the basis of her status (as a married woman)--the very criterion for legal relationships which contract theoretically eliminated. Thus we see that in Wycherley's Plain-Dealer (1677), the Widow Blackacre's fear of losing control over her "known plentiful assets and parts" through remarriage is a well-founded one: her new status would condemn her to legal impotence (II, p. 35).

In fact, although its usual connotations are medieval, status is by no means dead even in the twentieth century. A godparent's obligation to educate his godchild if that child's parents die, while not legally enforceable,

²¹James, pp. 244-47; Seagle, p. 265; Simpson, History of the Common Law, pp. 539-56, 553.

is an obligation arising from his status as a godparent, not from any contract he has made. And, as E. Allan Farnsworth points out, "the laws of intestate succession [provide that] wealth [be] distributed at death according to notions of kinship and affinity" (p. 580)--in other words, according to the status of the deceased's survivors. Furthermore, several modern legal theorists now fear that Sir Henry Maine's famous description of the evolution of the legal system, "from status to contract," is currently reversing itself: mass-produced contract forms and government enforcement of standardized legal relations are perceived as sounding the knell for the principle of individual freedom on which contract was originally based. What Seagle describes as "the socialization of private law" may provide the means by which our society returns from contract to status.²² And so we learn to qualify our initial definition a second time: contracts exist between two or more persons--but only between persons recognized by law, whether physical persons or not, persons possessing the requisite legal status. In the comedies, the issue of identity is further complicated because the playwrights impose an additional artistic and moral requirement on their characters: those characters wishing to contract must sat-

²²Seagle, pp. 272-77; Farnsworth, p. 580, 600-02; George Feaver, From Status to Contract (London: Longmans, 1969), pp. 49-54.

isfy, not only the requirements for the appropriate legal identity and status, but also a requirement for moral identity, verbal proof of their metaphorical existence as responsible social beings, the subject of the next chapter.

The third key noun in the definition of contract, consideration, is as problematic as the first two. Theoretically, consideration is a tangible good temporarily transferred from A to B as a guarantee of A's future performance of his contractual obligations. Since it must provide A with a motivation sufficient to urge him to the fulfillment of his promise, the consideration, it would seem, must possess some inherent worth if A is to think of its forfeit as a real loss, and so standard discussions of consideration nearly always qualify it as necessarily "valuable." Most modern legal theorists place the development of the doctrine of valuable consideration around the first half of the sixteenth century, a development whose function, they say, was gradually to usurp the role of the earlier oral pledge, a solely symbolic consideration of no inherent worth. Presumably, therefore, this doctrine provides the essential distinction between the solid "modern" contract, bolstered firmly by tangible goods, and the ethereal "medieval" covenant, floating tenuously on its fragile bed of sacred oaths. We are apparently to see covenant as the rude larva from which emerges the glorious butterfly of contract. Deeds replace words; certainty re-

places doubt; valuable consideration replaces worthless oaths.²³

But history rarely proves so neat. In the first place, the concept of valuable consideration, though yet to be legally codified, arose long before the sixteenth century. The Anglo-Saxons' bargains, for instance, were confirmed by the transfer of a tangible surety, almost always a hostage. If A, after murdering B, were condemned to pay wergild to B's family in compensation, A's spouse or child, temporarily forfeited to B's family, might have constituted the guarantee of A's payment. The hostage, in essence, assumed the obligation to B's family, while A assumed an obligation to the hostage: a contract with a middleman (Farnsworth, pp. 582-84). Clearly, this was no true contract in today's sense since A presumably did not volunteer to forfeit his spouse or child, but the transaction did demonstrate a version of what is now deemed an essential contractual ritual: the transfer of valuable consideration.

In the second place, though consideration has been explicitly defined for four centuries as necessarily valuable, it has frequently proved not to be so in actual legal transactions. After all, who is to be the arbiter of

²³Jenks, p. 317; Farnsworth, p. 598; Seagle, p. 255; Simpson, History of the Common Law, p. 316; Simpson, "Historical Introduction," p. 7.

value? What is valuable to one may be worthless to another, and so the courts have resorted to ascertaining, not the adequacy of the consideration, but merely its presence, assuming that the existence of any consideration whatever, valuable or otherwise, indicates an intent to contract. Legal records show us hundreds of extreme cases in which the consideration given in return for the possession of a great house or a fine herd of livestock is one penny--or one peppercorn. No one disputes that these cases constitute perfectly legitimate contracts, even though the consideration involved is clearly nominal. As Seagle points out, consideration, valuable or not, "is a form as much as a seal" (p. 264). We learn, then, that the value of any consideration is secondary to its existence as a formality. And in this, it is no different from the ritual handshakes and formulaic declarations under oath involved in ancient Roman and Anglo-Saxon ceremonials²⁴--or in Restoration comedy.

But pence and peppercorns have by no means replaced oaths and promises as twentieth-century versions of nonvaluable consideration. In fact, the idea "that a promise itself gives rise to duty," that the "inherent moral force" of a promise binds the giver as certainly as do tangible

²⁴James, p. 253; Jenks, p. 325; Maine, p. 260.

sureties²⁵--this idea survived quite happily through the seventeenth century and on into our own: modern contractual consideration frequently consists of no tangible sureties at all, but merely of promises--that same tenuous consideration which is supposed to have died four centuries ago. Actually, not only did it not die in the sixteenth century, it actually broadened its application from sacred sphere to secular because, as Frederic Pollock and Frederic Maitland point out, "If, not merely a binding contract to marry, but an indissoluble marriage can be constituted without any formalities [only an oral agreement was necessary, as in The Way of the World], it would be ridiculous to demand more than consenting words in the case of other agreements." And Farnsworth, alluding to the old idea that loss must occur before breach of contract becomes actionable, explains the sixteenth-century logic of accepting a mere promise as consideration: "A party who had given only a promise in exchange for the other's promise had, nonetheless, suffered a detriment by having his freedom of action fettered, since he was in turn bound by his own promise" (pp. 595-96). But even after the focus shifted from recommending loss to enforcing assumpsit for its own sake, consideration still frequently consisted of words rather than

²⁵Farnsworth, p. 588; Peter Stein and John Shand, Legal Values in Western Society (Edinburgh: Edinburgh Univ. Press, 1974), p. 231.

goods, the contractual strictures merely adjuring parties to act "in good faith."²⁶ Thus it is in the comedies: a promise, even an implicit promise, to act in good faith qualifies as legitimate consideration, sealing a real contract. That Dorimant in Sir George Etherege's Man of Mode (1676) believes his oaths to Mrs. Loveit not binding simply because he "made 'em when [he] was in love" proves that he is indeed "Perjur'd" in the sight of God and of society, as yet unfit to assume the moral responsibility of contract (II, p. 29).

In fact, at no time in history does any clear and final distinction exist between covenant and contract. Under medieval law, the action of covenant was actually a form of contract, a "contract under seal" conforming to prescribed formalities. In the seventeenth century, we do see the rise of the relatively new "simple" contract, not under seal, but this new form of contract by no means replaces the old. Bonds and covenants in deed are examples of the old formal contracts under seal which are still binding at law today, even though they are not supported by conventional consideration: their very forms provide consideration, since they are promises to God.²⁷ Seagle has said, "In-

²⁶Farnsworth, p. 290; Jenks, p. 324; James, p. 251; Frederic Pollock and Frederic William Maitland, The History of English Law, 2nd ed. (London: 1898), II, 195.

²⁷Simpson, "Historical Introduction," p. 2; Jenks, pp. 317, 325; James, p. 240.

deed the promissory oath has been selected by some as the source of the institution of contract. . . . [If] transactions were buttressed by the oath, it only goes to show that it was conceded that enforcement could not be secured by any of the available legal procedures, and that therefore reliance had to be placed upon supernatural sanctions" (p. 255). But perhaps these priorities are reversed. Perhaps people did not appeal to "supernatural sanctions" only because they could find no reliable earthly guarantor; perhaps they simply appealed to God because they considered Him the best guarantor anyway. Perhaps, after all, it is as Jenks says: the law of contract "could only have worked in a community which had already . . . implied respect for the pledged word" (p. 316). The distinction between covenant and contract may finally prove to be nothing more than that between a testament directly to God and a testament indirectly to God through His creature, man--a quibbling distinction. So we must qualify our initial definition yet a third time: contracts are supported by valuable consideration--even though it may be valuable in a metaphysical sense rather than a material. And, in the Christian morality of the plays, a promise in God's name frequently proves more valuable in the long run than "the deceitfulness of riches" (Matt. 13:22).

Contracts in both life and art, then, do not always fit easily into the definitional mold legal historians have

created for them: agreements are not always explicit; not all people--or characters--are "persons" in a legal--or a moral--sense; consideration is not always of material value. These knots, however, are what justify the critical role in contract arbitration, and we as readers of comedy possess advantages that legal judges never do. Our presence does not affect the behavior of those we judge, and so we can rest assured that information imparted to us alone through an aside or a soliloquy is true, at least for that speaker at that moment. Besides, we actually see most of our evidence; we do not have to rely wholly on others' reports. Furthermore, we know that the evidence we possess is all the evidence that exists: nothing "happens" in a play that we do not see or hear about. When, for instance, Richmore finally promises to marry Clelia in the last act of Farquhar's Twin-Rivals (1703), we as judges are entitled to believe in the contract despite Farquhar's ironic disclaimer in his preface: "by the way, he never did [marry her], for he was no sooner off the Stage, but he chang'd his Mind, and the Poor Lady is still in Statu Quo" (sig. A1^r). The remark is extraneous to the play and therefore inadmissible as evidence. Given such omniscience, then, we would appear to be better-equipped to judge contractual relationships in drama than are legal judges in court.

But legal judges concern themselves only with contracts as foundations of legally permissible relationships, not as foundations of ethically or morally or aesthetically or intellectually pleasing relationships. We, on the other hand, do not generally concern ourselves with the actual legalities of contractual relationships in drama, especially not in Restoration comedy. Contracts "contemplating, directly or indirectly, an unlawful object" or an object "contrary to the policy of the law" (such as the future separation of married people or the stifling of legal prosecution), while illegal in reality, are often quite acceptable in comedy.²⁸ We are, however, concerned with ethical relationships, relationships which seem to us pleasing and desirable in light of traditional Western notions of propriety and decency and virtue, relationships which may be pleasing and desirable in spite of--or because of--their illegality. Our definition of dramatic contract, then, must usually exclude any reference to actual legality. But the three basic criteria for defining legal contract, applicably broadened, work for us as well as for legal judges. If we perceive a complete and conscious,

²⁸James, p. 244; Jenks, pp. 326-27. But Gellert S. Alleman's Matrimonial Law and the Materials of Restoration Comedy (Wallingford, Pa.: n.p., 1942) shows that the legalities of Restoration comedy are "closer to actuality than some critics . . . have been willing to admit" (p. 3). See Introduction (pp. 1-4).

though perhaps implicit, agreement between characters; if those characters demonstrate to our satisfaction the necessary moral identity; and if those characters exchange consideration we deem valuable, even if it consists of promises alone--then we are witness to a contract, at once the test, tool, and prize of ethical man.

IDENTITY: "A PERSON THAT IS NO PERSON"
--The Plain-Dealer, II, p. 32

Thus identity, agreement, and consideration must all be present for any contract in Restoration comedy, whether formal or informal, to be a real one. The last two of these elements manifest themselves obviously and momentarily, the entire agreement and exchange of consideration being completed in just a few lines, as in this dialogue from Etherege's Comical Revenge (1667):

[Sir Frederick Frolick has just been arrested for debt.]

Widow: What wou'd you give to such a friend as Sho'd dispatch This business now [the arrest], and make you one of those idle Fellows.

Sir Frederick: Faith, pick and chuse; I carry all my wealth about Me; do it, and I am all at thy service, Widow.

Widow: Well, I have done it, Sir; you are at Liberty, and a leg now will satisfie me.
(V. pp. 58-59)

We witness a clear agreement in the form of offer ("What wou'd you give . . .") and acceptance ("do it"), as well as an exchange of consideration in the form of promises, the widow's to pay Sir Frederick's debts, Sir Frederick's to allow the widow her choice of his bodily "wealth." Agreement and consideration are always, as in this exchange,

"local" elements of contract: they possess no significance, no life, apart from the contract itself. They cannot exist previous to the contract, since their birth is a priori its birth.

Furthermore, agreement and consideration take the same forms in comedy that they do in law. An agreement may be explicitly indicated by any clearly affirmative response to an offer--a nod, a "yes," a handshake--or be implicitly indicated by an apparently neutral response--a silence, a digression, a purposeful misunderstanding. Any response which a disinterested bystander (a witness in law, a reader in comedy) would normally interpret as an agreement to the offer is agreement. Likewise, the forms of consideration acceptable in law, whether tangible or intangible, are also acceptable in Restoration comedy, rife as it is with the exchange of promises, dowries, and mortgaged estates. Agreement and consideration are as straightforward in the plays' world as in our own.

But identity is a different matter. In the first place, in both law and comedy, identity must exist (unlike agreement and the exchange of consideration) previous to the contract, or that contract is not real. For instance, a bigamist's second marriage is a legal pseudocontract, the bigamist not previously possessing the requisite legal

status (single), the proper identity, to make that second marriage a real contract. Similarly, the impotent Fondlewife's marriage with Laetitia in Congreve's Old Batchelour (1693) is a legal pseudocontract, Fondlewife not previously possessing the requisite medical status (technically virile), the proper identity, to make his marriage a real contract in the eyes of seventeenth-century law (see "Law," nn. 6, 7). Contract is, then, not only a product but a proof of identity, for the existence of a real contract validates the previous existence of the requisite identity.

In the second place, though agreement and consideration take the same forms in comedy as in law, identity does not. In law, a person wishing to contract need only possess a legally verifiable identity, consisting of whatever requirements are necessary for the kind of contract he wants: the proper age, sex, mental state (medically sane), profession, income, and so on, the requirements naturally varying with the type of contract. For instance, even if A and B are both of legal age, sound of mind and body, and single, they still cannot marry each other if they are of the same sex: one of them has failed to prove the requisite legal identity for marriage. On the other hand, anyone can contract to paint a house, since sex is

no constituent of a painter's legal identity. Such constituents of legal identity as sex and age are easily verified and therefore pose no problem in determining whether one has a legal right to contract if he wishes.

But establishing this requisite identity for contract in comedy is not as simple as it is in law. Since contracting in Restoration comedy is a moral act, it may be performed only by those demonstrating a moral identity previous to their agreement and exchange of consideration. Moral identity is far more complex than legal identity, the former comprehending the latter but expanding into the realm of metaphor, being determined largely through language. In order to establish his moral identity, a character in Restoration comedy must speak of himself as an adult human being, responsible for his actions and aware of his social obligations. Furthermore, this picture of himself must be corroborated, explicitly or implicitly, by other characters qualified to judge--that is, other characters possessing moral identity. For example, when Carelesse in Sir Robert Howard's Committee (1665) asserts, "I am a man," he simply and clearly establishes his moral identity, an identity confirmed by other characters whose opinions we respect (III, p. 103). He is a man--a mature, conscientious, rational, virile social being--not a child or an animal or a thing. He is who he claims to be, both physically

and metaphysically, and any other character wishing to contract must demonstrate the same clear perception of his own selfhood, his own moral identity.

Mature, conscientious, rational social beings, however, constitute a minority in Restoration comedy, and there are far more ways for a character to prove that he lacks moral identity than that he possesses it. Most characters, therefore, provide us with negative examples rather than positive (as Carelesse does), demonstrating their unfitness for contract. Whatever agreements they succeed in creating, therefore, generally prove mere pseudocontracts detrimental to their own interests. Exceptions to this rule manifest themselves only rarely and only when a character functions as the avenger of another's contract violation. Thus the whore Diana in the last act of Aphra Behn's City-Heiress (1682) achieves an advantageous marriage by disguising herself as an heiress, but only because in doing so she punishes two violators of contract: her new husband (who would have stolen his nephew's fiancée) and her old keeper (who skimmed on her wages). And Margery's guise as Alithea in Wycherley's Country-Wife fools Pinchwife into handing her over to Horner, but Pinchwife himself has consistently violated contractual principles in virtually all his dealings with wife and sister. Before he can enjoy the responsibilities and benefits of contract, however, any

character lacking that role of nemesis must show himself unmasked even in his own face, his "Eternal Buffe" (Behn, Rover, 1677, II, p. 16); he must speak and behave in a manner attesting to his social awareness and, more esoterically, to his humanity. Contract is, after all, the creation and prize, not of shadows, monsters, beasts, or baubles--but of men.

His or her name, of course, would seem to be our first criterion for judging a character's moral identity, since many of the names in Restoration comedy provide a comment on the characters who bear them: Wildblood, Standard, Lurewell, Coupler, Kite, Vizard, Loveit, Smuggler, Wishfort, Gimcrack, and so on. We must remember, however, that to the other characters, these names are merely names, not clues: Mellefont does not mistrust Maskwell because of his name; Palmer and Wheadle do a brisk cozening business despite theirs. In this, the plays' world parallels our own: we do not automatically believe Robin Banks dishonest or Emery Bord abrasive. We find these names unfortunate or amusing, but we do not believe them indicators of personality. In Restoration comedy, of course, names often do indicate something about personality to the reader, but for us to assume that we "know" a character fully just because his name means "beautiful and strong" (Beaufort) or because her name means "a thousand loves" (Millamant) is, in many cases,

to underestimate that character's complexity. Sir John Brute is indeed a brute, but his name provides only the first and least proof of that fact. Besides, many characters bear names quite inappropriate to their personalities simply because they happen to be related to another character for whom the name is more appropriate: Lady Dunc in Thomas Otway's Souldiers Fortune (1681) is no dunce, though her husband is. Occasionally, a character's name is quite misleading: though her name means "truth," Alithea's first really commendable act in Wycherley's Country-Wife is telling a lie to save Harcourt from the swords of Sparkish and Pinchwife (II, p. 23). And many other characters, important ones, bear names which are simply dramatic conventions: Florinda, Dorilant, Jacinta, Clarissa, Beatrix--or, even more mundane, Frederick, Anthony, Martha, or Dick. Thus it is perhaps a mistake to overemphasize the importance of names as clues to characters' moral identities.¹

It is also perhaps a mistake to overemphasize the literal importance of veils, vizards, hoods, masquerade

¹Behn's Roundheads is possibly unique in Restoration comedy in its exclusive use of the names of actual historical people: Lambert, Fleetwood, Wariston, Hewson, Desborough ("Desbro"), Duckenfield ("Duckingfield"), Corbet ("Cobbet"), Whitelock ("Whitlock"), Cromwell, and so on. But it would be a mistake to see these characters as representatives of the people whose names they bear.

costumes, and so forth. Such disguises, being overt, are physically innocuous: a character dealing with another who is hooded or veiled sees the disguise itself and automatically guards himself against it. The importance of such disguises, then, is not primarily literal, but metaphorical, as in Behn's Rover: the masking that impedes the realization of contractual goals in this play is the moral masking of hypocrites and dissemblers, not the physical masking of the carnival-goers. The physical mask is, of course, a metaphor for the moral mask, but it is the latter, not the former, which impedes the achievement of moral identity. As Charles R. Lyons says, "The mask . . . often becomes a metaphor for a kind of obscurity in the understanding of the self."² And, of course, characters can symbolically demonstrate their receptivity to contract by refusing a physical suppression of identity: Jacinta and Theodosia in Dryden's Evening's Love (1671) "pull up their Vails, and pull 'em down agen" to show their faces to Wildblood and Bellamy in defiance of the traditional Spanish code of modesty (I, p. 4), and Millamant in Congreve's Way of the World is incredulous that Mirabell should think it necessary to forbid her a vizard: "Detest-

²"Disguise, Identity, and Personal Value in The Way of the World," Educational Theatre Journal, 23 (1971), 264.

able Inprimis! I go to the Play in a Mask!" (IV, p. 58). Harriet in Etherege's Man of Mode, though ironically acknowledging the advantages of "Hoods and Modesty, Masques and Silence, things that shadow and conceal," nonetheless tells Dorimant that she wants "barefac'd play" with him, that she will have none of his "Masks and Private meetings" (III, pp. 32, 46). Demanding to retain the integrity of her own identity, she says, "I am sorry my face does not please you as it is, but I shall not be complaisant and change it," though she does subsequently manage a "serious look" with which to receive Dorimant's addresses (IV, pp. 59-60).

To be sure, a character will occasionally suffer some temporary loss because he momentarily suppresses his physical or nominal identity, as when the vizarded Lady Flippant and the cloaked Sir Simon in Wycherley's Love in a Wood (1672) fail to recognize each other for several embarrassing moments (II) or as when Standard in Farquhar's Constant Couple (1700) loses his beloved Lady Lurewell for some years because he refuses to tell his name during their sub rosa contract ceremony (III, p. 32). These losses nearly always prove recoverable. But equally often, the masker's momentary suppression of identity serves him well enough, as when Freeman in Behn's Roundheads (1682) escapes Lord Desbro's wrath by hiding behind Ananias

Goggle's literal "Cloak of Zeal" (IV) or as when Laura and Violetta in Dryden's Assignment (1673) abscond from their hated nunnery in masquerade costumes (V). Often, then, the use of veils and masks shows itself--because it does, indeed, show itself--relatively harmless.

Far more insidious is impersonation, which, unlike overt masking, is difficult for its audience to detect and is therefore much more dangerous to that audience. A character who attempts, not merely a temporary and blatant suppression of his identity, but an actual transformation of it, is committing contractual fraud and consequently suffers. Those who abet the transformation also suffer: when Elvira in Thomas Shadwell's Amorous Biggottee (1690) gives Rosania permission to carry on an epistolary intrigue in Elvira's name, both Doristeo and Luscindo receive billets-doux signed "Elvira." The two men naturally draw and fight, other problems ensue, and Elvira comes to regret her confederacy: "Your [Rosania's] fatal using of my Name, has caused such mischievous mistakes, as did go near to ruine me" (II, p. 17; IV; V, p. 49). But most impersonations are bodily, not merely nominal, and their punishments sometimes manifest themselves bodily as well. For instance, when Clincher Sr. in Farquhar's Constant Couple trades clothes with a messenger to avoid being beaten by the irate Colonel Standard, his disguise proves self-

defeating: Standard, naturally believing him to be the messenger, beats him anyway for failing to deliver a message (III). Likewise, Tickletext in Behn's Feign'd Curtizans (1679), thinking to avoid the unpleasant repercussions of his wenching by disguising himself as Sir Signal, instead suffers through a sword fight intended for the real Sir Signal (III).

And sometimes the punishment is financial rather than physical. Young Wou'dbe in Farquhar's Twin-Rivals, for instance, is financially thwarted (and humiliated) in his attempt to usurp his elder brother's identity and estate (V). Similarly, ambitious Mrs. Day in Sir Robert Howard's Committee forfeits control of two large estates, not to mention her considerable social and marital power, when Teg and Carelesse discover that she is actually a former kitchen wench and whore. Refusing to acknowledge her new identity and realizing that she refuses to acknowledge her old one, Teg pointedly asks her, "Well, what are you then? upon my soul In my own Countrey they can tell who I am" (III, p. 99). The question is rhetorical, the answer implicit in Teg's use of "what" rather than "who": Mrs. Day is a thing, not a person--merely one of the "Committee-mens Utensils" (III, p. 104).

But most often, the punishment for impersonation is psychological and frequently symmetric, with two of the

guilty ones spoiling each other's success. And so Christina and Lydia in Wycherley's Love in a Wood find that their conspiracy backfires: Christina impersonates Lydia to prevent Ranger's realizing that Lydia had been in the park, whereupon he promptly professes his love for Christina (who does not love him) while the dismayed Lydia (who does) is forced to listen to this declaration (II). Similarly, Flea-flint in John Lacy's Old Troop (1672) dresses up as Raggou, thinking to implicate that odoriferous character in Flea-flint's own plundering venture--while Raggou is doing the same for Flea-flint (II, III). Likewise, when Leante and Lovewell in Farquhar's Love and a Bottle (1699) simultaneously mistake the other's identity and impersonate the other's supposed lover, great confusion and jealousy ensue as Leante-as-Lucinda answers the ardent addresses of Lovewell-as-Roebuck (IV). Similar confusion occurs in Dryden's Wild Gallant (1699) when Isabelle impersonates Constance (whom Burr wants to marry)--and the two come within hours of marrying each other as a result of their double imposture (V). And surely one of the most tortuous punishments for impersonation in all of Restoration comedy shows itself in Behn's Dutch Lover (1673): Euphemia's father orders her to marry Haunce van Ezel, and when Euphemia declines, father and daughter reach a temporary stalemate. Euphemia then plots to have her lover

Alonzo impersonate Haunce so that she can allow herself to be "forced" to marry him. But then her father changes his mind, refusing to allow Euphemia the sacrifice of marrying against her will. When she finally convinces her father that she truly does wish to marry "Haunce," her father happily agrees--just as the real Haunce appears. Euphemia, for several horrible moments, verges on marrying the Dutch booby by her own consent (III, IV). Euphemia and Alonzo, like Christina and Lydia, Flea-flint and Raggou, Leathe and Lovewell, learn belatedly that one is best served by one's own identity, not by the assumption of another's.

An insidious offshoot of impersonation is misrepresentation, a partial (though crucial) bastardization of identity. Perhaps the best-known genre of misrepresentation in Restoration comedy is that of nationality-forging in the manner of "Don Diego" (really James Formal) in Wycherley's Gentleman Dancing-Master (1673), an Englishman who desires to "be a Spaniard in every thing," repudiating "ill-favour'd English Customs" in favor of Spanish slops, bombasted doublets, neck ruffs, and paternal tyranny (II, p. 22). Another champion of Mediterranean personae is Sir Signal Buffoon in Behn's Feign'd Curtizans, an Englishman who Italianizes not only himself, but his servants as well: "I scorn to be served by any man whose name has not an Acho, or an Oucho, or some Ital-

liano at the end on't--therefore Giovanni Peperacho is the name by which you [his man, Jack Pepper] shall be distinguishingt and dignify'd hereafter" (I, p. 9). But of course the most common nationality-forgers are the famous gallomaniacs: Melantha in Dryden's Marriage-A-la-Mode (1673), "run mad in new French words" (II, p. 17); Lady Fancifull in Sir John Vanbrugh's Provok'd Wife (1697), favoring her useless French maid over her serviceable English ones (I); Monsieur in Wycherley's Gentleman Dancing-Master, "no Man . . . but a Monsieur," who, after just three months in Paris, returns to England "so perfect a French-man, that the Drey-men of [his] Fathers own Brew-house wou'd be ready to knock [him] in the head" (I, pp. 2, 14); Sir Fopling Flutter in Etherege's Man of Mode, who judges the London beau monde "very grossier" (III, p. 42). All of these characters, by forfeiting their nationalities, impair their own and others' perceptions of their identities. Morally unfit in such a state, they invariably find that their cultural affectations squelch rather than serve their ambitions.

This form of misrepresentation, however, is still less common than falsifying one's social class, profession, income, value system, or mental state. After all, these generally prove less easy for a targeted dupe to detect than does a false nationality. Whores masquerading as

ladies (Wycherley's Country-Wife), ladies masquerading as whores (Etherege's She Wou'd if She Cou'd, 1668), old masquerading as young (Congreve's Way of the World), poor masquerading as rich (Shadwell's Epsom-Wells, 1671)-- female characters, with a few exceptions, generally show themselves fairly conventional in their distortions of identity. Olivia's pretended misanthropy in Wycherley's Plain-Dealer and Oriana's counterfeit insanity in Farquhar's Inconstant (1702) are two of the more unusual attempts by women to belie themselves for their own gain, but not even originality can redeem contractual insufficiency in the form of false identity. Olivia's blatant hypocrisy disgusts even other hypocrites (like Novel), not to mention everyone else, and therefore serves her not at all. Oriana's "madness" extorts a promise of marriage from Young Mirabell, but as soon as she "regains" her senses, he jubilantly claims his independence: "She was so Mad to Counterfeit for me; I was so Mad to pawn my Liberty. But now we both are well, and both are Free" (IV, p. 56).

Male characters, on the whole, demonstrate more variety in their misrepresentations, thereby allowing their playwrights to indulge in a greater variety of penalties. Old Grimani in Richard Rhodes's Flora's Vagaries (1670), first a merchant, then a pawnbroker and usurer, next a senator, is now "translated into a Fryar" to trap his

daughter into confessing her love for a young man--a series of metamorphoses emphasizing Grimani's Protean identity. But his own clothes are stolen while he is in his friar's guise, forcing him to don his servant's: another drastic degeneration of identity. And when his daughter pretends not to know him in his disguise, when she denies kinship with him, he again suffers a loss of identity--all as a direct result of his trying to defraud his daughter of her contractual rights. Similarly, Sir Simon's disguise as a clerk in Wycherley's Love in a Wood loses him not one but two prospective brides ("What, ruin'd by my own Plot, like an old Cavalier," V, p. 83), and Sir Samuel's disguise as a footman in Shadwell's Virtuoso (1676) gets him beaten and tossed in a blanket (II). Even Aimwell in Farquhar's Beaux Statagem, though not actively punished for his financial pretenses, voluntarily confesses to Dorinda just moments before their marriage that he is "all Counterfeit except [his] Passion," thus giving himself and her a chance for a truly honest contract (V, p. 66).

One of the most drastic misrepresentations in Restoration comedy, theatrically expedient but damaging to moral identity, is transvestism: to belie one's own sex is to belie a rather vital element of selfhood. We see, then, that Smuggler in Farquhar's Constant Couple is justly served for his feminine disguise when Lady Lurewell plants

two silver spoons on "her" and has "her" arrested as a thief (IV). And a few other male characters--Richard in Shadwell's Woman-Captain (1680, III), Sir John Brute in Vanbrugh's Provok'd Wife (revised 1743 version, IV)--are similarly served for their visual self-emasculation. But it is, of course, the women who most often assume a new sex in Restoration comedy. Occasionally, their dissembled masculinity manifests itself exclusive of clothes: Mrs. Hackwell in Shadwell's Volunteers (1693) "takes a digestive Pipe after Dinner . . . every day" (III, p. 27). Most breeches roles, however, demand breeches, and female characters in over twenty comedies comply, though often to their own disadvantage. In Dryden's Marriage-A-la-Mode, for instance, the repartee between Doralice and Melantha, both disguised as boys, rapidly degenerates into uncomfortable vituperation (IV). More often, though, a female character dons male attire specifically to win a loved one, and her punishment for the misrepresentation is frequently the loss of this loved one. For example, Termagant in Shadwell's Squire of Alsatia (1688), Levia in his Amorous Biggottee, and Biddy in Lacy's Old Troop all are thwarted in their schemes to entrap men by dressing as men, and all are spurned--Levia and Termagant humiliated--by their loved ones.

Humiliation may also stem, not from rejection, but from the loved one's acceptance of the women--dressed as

men. Galliard effuses over Laura, the "brave Masculine Lady" of Behn's Feign'd Curtizans--"My life! my soul! my joy!"--while she masks as "Count Sans Coeur" (III, p. 27). Plume and Kite in Farquhar's Recruiting Officer (1706) thoroughly tousele the "masculine" Silvia in her guise as "Jack Wilfull" (I, p. 8; III). Roebuck in Farquhar's Love and a Bottle bestows ardent kisses on the "page," Leathe--and the "page" is further discomfited in nearly being ravished by a lascivious lady's maid (III, IV). True, Fidelia's disguise as a boy in Wycherley's Plain-Dealer and Oriana's in Farquhar's Inconstant serve more successfully--and more heterosexually--in helping those women to the objects of their affections. But these two use their disguises to serve, not to entrap their men, even to the extent of preserving those men's lives, Oriana saving young Mirabel from Lamorce's bravos (V), Fidelia saving Manly from Vernish--with her own sword. (V).

Though these ladies symbolically forfeit womanhood, they gain manhood in compensation: metaphorically, they are still human. But humanity attenuates dangerously when characters' identities comprise only a single quality or depend only on a single condition. Many characters, of course, perceive their personalities wholly in terms of social personae. To some, titles do not reward worth, but grant it. For instance, Lady Lambert in Behn's Round-

heads insists on being called "your Highness," though this titular honor is both premature and absurd (II). Similarly, Sir Timothy Shacklehead in Shadwell's Lancashire Witches (1682) buys himself a knighthood, mistakenly believing that this new social identity will camouflage his "proper title, Fool" (I, p. 6). Young Wou'dbe in Farquhar's Twin-Rivals, having temporarily usurped his dead father's estate, sneers at his newly-untitled older brother, "Mr. Hermes Wou'dbe." But Hermes, recognizing that true moral identity lies not in external honors, replies, "thou, vain Bubble, . . . I'll call thee Lord, . . . and yet this Hermes, plain Hermes, shall despise thee" (IV, pp. 49-50). And Behn's False Count (1682) suitably punishes Isabella's blind reverence for titles, marrying her off to "Don Gulielmo Roderigo," a disguised chimney sweep (IV, V).

This obsession with one's social role as arbiter of identity extends to characters concerned, not with titles, but with some other manifestation of social persona. The idée fixe of Widow Blackacre in Wycherley's Plain-Dealer, that she is merely "a person that is a Widow," reduces her whole identity to a mere legal status (II, p. 32). Similarly, Hot-head and Testimony in John Crowne's Sir Courtly Nice (1685) reduce their own identities and those of everyone else to mere religious status, attempting

to force the "French tailor" (Crack in disguise) to admit his inclination to papistry by asking, "What are you Friend? . . . Ay, what are you Sirrah?" Crack, pretending to misunderstand the question, responds with a common professional reduction, satirizing the two fanatics' insistence on sectarian reduction: "What am I? why I'm a Taylor, I think the Men are mad" (II, p. 16). And both Courtine in Otway's Atheist (1684) and Hazard in the anonymous Mistaken Husband define themselves wholly in terms of their roles as husbands: Courtine is, to himself and to everyone else, merely "the man that's married" (II, p. 16), while Hazard says to his wife, "I am no body Without thee" (II, p. 26). For these characters, the world of identity outside these narrow social roles is nonexistent.

Then there are those characters who perceive themselves wholly in physical terms. For instance, Don John in George Villiers, Duke of Buckingham's Chances (1682) sees all people, himself included, as mere bodies. He describes Constantia as a "handsome Body, A wondrous handsome Body, . . .that Flesh there," and he mistakes her notice of his hat as notice of his "Leg . . . or [his] well-knit Body" (II, pp. 24-25). At least, though, his "leg" is his own: we learn in Crowne's City Politiques (1683) that "the greater part of [Florio's] Body comes out

of Shops, and every night goes not into Bed but Boxes" (I, p. 3). In Shadwell's Squire of Alsatia, Belfond Sr.'s fashionable new clothes are designed to recreate his personality, making him "appear rich and splendid like [him]-self," though his true self is neither (I, p. 3). Another whose identity consists wholly of external finery is Sir Fopling Flutter in Etherege's Man of Mode. Though synecdochically reduced to inanimacy by the play's rhetoric (he is an "oylie--Buttock," III, p. 51), he is ironically restored to life through the vitality of his "Creatures," clothes (IV, p. 63). These characters and the many others like them are the untenanted microcoats of Restoration comedy, bodies sans souls.

But the clothes, being tangible, bestow on their wearers a more definite identity than that borne by those who depend on artificially restricted language to validate their existence. Selfish in Shadwell's True Widow (1689), we find, "draws all Lines of Discourse to the center of his own Person, and never was known to speak, but I did, or I said, was at the beginning or end of it," while Lump in the same play keeps a journal in futuro, secure in the knowledge of what his actions will be every day for the next fifty years: both characters try to affirm their selfhoods simply by asserting their existence (I, pp. 4. 13). Several characters in Farquhar's Constant Couple

linguistically restrict their identities even further, first naming their roles ("beau," "murderer," "gentleman," "fool," "wit"), then defining what activities are and are not proper to those roles: "I can dance, sing, ride, fence, understand the Languages [but not fight]" (IV, p. 34; V, p. 52). And both Petulant in Congreve's Way of the World and Sir Timothy Kastril in Shadwell's Volunteers possess strictly epistolary identities, spending their lives answering the letters they have sent themselves (II; II). When such restricted language is a character's only source of identity, that identity becomes as restricted as its source and verges on nonexistence.

But these identities, though tenuous in their dependence on one constituent--social role, physical self, linguistic affirmation--do yet exist. Other identities, having lost that one constituent on which they formerly depended, sink into oblivion: selfhood dies. Frequently, of course, this essential quality is emotional autonomy. That love makes people "lose themselves" is one of the verities of Western literature, and Restoration comedy is no exception. The love-struck Cialto in Sir Robert Howard's Surprisa (1665) dwindles to a "Ghost," a "shadow," a "shade," "something less" than his true self (III, p. 39). The spurned Octavio in Behn's Feign'd Curtizans voluntarily trades identity for the possibility of revenge: "I . . .

am resolv'd never to be my self again till I've redeem'd my Honour" (II, p. 13). Don John in Buckingham's Chances, failing a duty, rationalizes that love "made [him] forget [him]self" (V, p. 60). And Lucy in Wycherley's Love in a Wood, charmed by Dapperwit's blandishments, provokes Joyner to admonish her, "thou art not thy self; his bewitching Madrigals have charm'd thee into some heathenish, Imp with a hard name [nymph]" (III, pp. 39-40). But love is not the only nor the least pleasant murderer of self. Ronald Berman points out that without money, Archer in Farquhar's Beaux Stratagem "is literally not himself, even to himself. His disguise is no disguise, but an identity." Paradoxically, Berman denies a few paragraphs later that Archer has any identity at all: "the fundamental axiom [in The Beaux Stratagem] is that poverty is nonexistence."³ For Francisco in Behn's False Count, fear, not poverty, is nonexistence: "my Fears have so transform'd me, I cannot tell whether I'm any thing or nothing" (IV, p. 47).

This fall into nullity, however, is most commonly the result of drunkenness, significantly euphemized as "disguise" in many of the comedies. Sir Wilfull in Congreve's Way of the World, only a little drunk, goes only "a lit-

³"The Comedy of Reason," Texas Studies in Literature and Language, 7 (1965), 161, 166.

tle in disguise" (V, p. 80). But the dipsomaniacal Sir William Rant in Shadwell's Scowrers, "disguised" nearly all of his waking hours, cannot even remember his own past actions, thus forfeiting that faculty on which identity is primarily based: memory. A persistent theme in this play, drunkenness as self-alienation is most explicit in Mr. Rant's castigation of his chronically inebriated son: "sordid Drunkenness makes you differ more From your lov'd self, than from another Man" (IV, p. 45). Sir William subsequently reforms, regaining his moral identity and thus his contractual capacity, but other characters sometimes prove irreclaimable. For instance, Failer in Dryden's Wild Gallant counters Bibber's excuse that he is alcoholically "disguised" by asking, "Why disguis'd? Hadst thou put on a clean Band, or wash'd thy Face lately? those are thy Disguises, Bibber" (I, p. 43). Bibber's disguise is disguise no longer, but self. The mask has finally stuck to his face.

The next step in metaphorical reduction is the loss of the face. Humanity becomes only humanoid, with characters degenerating into mirrors, monsters, or merely members. Conventional mirrors, of course, serve as thematically significant props in several of the comedies: for instance, Benito in Dryden's Assignation "courts himself every morning" in his glass (I, p. 2), and Selfish in

Shadwell's True Widow first appears bowing to himself in his mirror, a "skeleton" who "is so full of himself, he ne'er minds another man" (I, p. 5). But mirrors in Restoration comedy are more often flesh than glass, emphasizing their vampiric natures: the image gains life through the enervation of the original identity. When this same Selfish, for instance, demonstrates his affinity for Carlos by imitating the latter's dress, Gartrude pointedly reverses the original mirroring by telling Carlos: "you have his [Selfish's] way with you to a hair" (III, p. 44): Carlos becomes a mirror of Selfish mirroring Carlos. Similarly, Dorimant in Etherege's Man of Mode eschews looking-glasses, finding none of Sir Fopling's pleasure in admiring the "shadow" of himself (IV, p. 71). But Sir Fopling himself is Dorimant's mirror (albeit a parodic one), observing that Dorimant's French "air" and gallantry--the very qualities on which the knight prides himself--render him the most sympathetic of all Sir Fopling's acquaintances (III, p. 41).

A quite extended version of this idea manifests itself in Shadwell's Scowrers, which repeatedly juxtaposes the language and behavior of the titular "heroes," Sir William, Wildfire, and Tope, with the language and behavior of their parodic counterparts, Whachum, Bluster, and Dingboy. Alternating scenes between the two trios (for

instance, in acts I and II) reflect unflatteringly on Sir William and his friends, and Whachum's explicit declaration that Sir William is his "pattern" is hardly a compliment to Sir William (II, p. 13). The climax of this mirroring occurs when a tavern-keeper mistakes Sir William for Whachum (the original for the image), and Sir William, angry at this slur, consequently beats the tavern-keeper, just as Whachum would do (IV). In attempting to repudiate the identification of himself with his copy, he only proves its validity. Human carnival mirrors--Selfish, Sir Fopling, Whachum--distort and deform those they reflect, emphasizing ugliness at the expense of beauty. But before they can so act, the ugliness must be present, if only in embryo.

The existence of ugliness is sometimes obvious even without the aid of a parodic mirror, when the very rhetoric surrounding a character distorts his humanity, rendering him a prodigy of nature. Some characters fail to grow, like Sir Davy Dunc in Otway's Souldiers Fortune, "an olde Childe of sixty five" (I, p. 12). Some live wholly in their pasts, like Snarl in Shadwell's Virtuso, sexually obsessed with flagellation because he "was so us'd to't at Westminster-School, [he] cou'd never leave it off since" (III, p. 46). Some live in pasts not even their own, like Tope, the "Knight Errant" of Shadwell's Scowrers (II, pp.

16, 27), and Sir Timothy, "Knight of the ill-favour'd Countenance" and "Knight of the Burning Pestle" in Behn's Town-Fopp (1676, I, p. 9), both book chevaliers who quest quixotically back in time.

Even more prodigious than these chronological retardates are the supernaturals. The behavior of Gripe in Vanbrugh's Confederacy (1705) and of Villerotto in Sir Robert Howard's Suprisal earns them the appellation of "monster" (III, p. 39; V, *passim*). Both behavior and appearance render Young Wou'dbe in Farquhar's Twin-Rivals a "Monster of a Man," deformed in body and soul alike (III, p. 40). Mandrake in the same play is a "Devil" (III, p. 40), as is, of course, Dorimant in Etherege's Man of Mode, that "Devil [who] has something of the Angel yet undefac'd in him" (II, p. 230)--the most dangerous kind of devil. Medley in the same play is no person, but a personification, "a living Libel, a breathing Lampoon . . . the very Spirit of Scandal" (III, pp. 37-38). Just so is Sir Formal in Shadwell's Virtuoso "a very choice spirit," the spirit of rhetoric (I, p. 5). Horner in Wycherley's Country-Wife is a "shadow," a "sign of a man" (I, pp. 7, 10), as is Bluffe, that "sign of a Man" in Congreve's Old Batchelour (1693, III, p. 24). Vaine in James Howard's English Mounsieur (1674) is a "shadow . . . Substance he has none" (I, p. 2), and without his estate, Elder Wou'dbe in

Farquhar's Twin-Rivals is a "Ghost . . . the Shadow of a Lord" (III, p.35). And Don Melchor in Dryden's Evening's Love forfeits his true identity to personate his own "Idea" (specter), to exist simultaneously as "He and not he" (IV, pp. 36, 55). These characters, showing a human appearance but empty of humanity, possess identities as illusory as the contracts they try--and fail--to create.

Then there are the "half-men," a term apparently first used by Eleanor C. Fuchs to describe Petulant and Witwoud in Congreve's Way of the World, who together constitute the "one Man" admitted to the ladies' "Caball-nights" (I, p. 3).⁴ Other half-men include Sir Nicholas and Teresia in Shadwell's Volunteers ("They are so like, they are almost one flesh already," IV, p. 44), Squire and Mrs. Sullen in Farquhar's Beaux Statagem ("a living Soul coupled to a dead body," III, p. 35), and Horner in Wycherley's Country-Wife (a "half man," I, p. 7). Young Mirabel and Duretete in Farquhar's Inconstant and Sir Harry and Lady Lurewell in his Constant Couple are not even half-men, but merely half-hands, "Finger and Thumb" to each other (I, p. 3; II, p. 15). Flippanta in Vanbrugh's Confederacy is "the right hand" to "the Body" which is Clarissa (II, p. 29). And Captain Bluffe in

⁴"The Moral and Aesthetic Achievement of William Congreve," quoted in Norman N. Holland, "The First Modern Comedies" (Cambridge: Harvard Univ. Press, 1959), p. 50.

Congreve's Old Batchelour is "Back, Breast and Headpiece" to Sir Joseph Wittol, who repeatedly calls for his "Back" in a manner suspiciously reminiscent of Plato's primeval double men, forever pursuing their sundered mates (I, passim; II, p. 11). We can hardly consider that these fragments of humanity, disembodied hands and backs, constitute coherent moral identities: they are merely gobbets, neither worthy nor capable of contract.

No fragment of humanity, however, is left to those many characters who have metaphorically degenerated into bestiality. Virtually every Restoration comedy has its share of monkeys, jackdaws, swine, asses, sheep, whelps, crocodiles, apes, goats, dogs, wolves, and drones, not to mention undifferentiated beasts and brutes. A few characters actually condemn themselves to this level of subhumanity: Courtine in Otway's Atheist sees himself as "a poor Beast that wanted better pasture [than his own wife]" (IV, p. 31); Sir Davy in Otway's Souldiers Fortune sees himself as "the happiest Toad" (II, p. 18); Sir Positive in Shadwell's Sullen Lovers (1668) declares himself an owl, a puppy, and an ass if he cannot demonstrate a better understanding of the violin and of drama than "any man" (not any other man)--and, of course, he cannot (II, p. 29; III, p. 32).

Generally, though, a character's bestiality is reinforced by his inability to perceive himself a beast,

and we instead get the word from a critical bystander. For instance, Belvile in Behn's Rover damns Willmore, after the latter's attempted rape of Florinda, as "a Beast . . . a Brute . . . a Senseless Swine (III, p. 44). Similarly, Warner in Newcastle's and Dryden's Sir Martin Mar-all condemns the play's titular knight as "a designing Ass" (IV, p. 38). And Wheadle in Etherege's Comical Revenge (1667) describes his bubble, Sir Nicholas, as "a ravenous Fish, that will Not give the Angler leave to sink his Line, But greedily darts up and meets it half way" (I, p. 10). Thus do innumerable charcters suffer the metamorphosis from hominid to humanoid at the tongues of others.

We must be careful, however, to consider the sources of these pronouncements before we accept their validity, remembering the arrow's tendency to ricochet. We readily see, for example, that Constant in Vanbrugh's Provok'd Wife is not the "goat," the "stallion," that Sir John angrily claims him to be: from the mire of his own brutishness, Sir John is condemned to see the whole world as brutish (V, p. 41). Likewise, the affected Belinda in Congreve's Old Batchelour perceives the unsophisticated country girls as "unlick'd Cubs," "Friezland-Hens," an ironic judgment in light of her own feline tongue, bovine intellect, and porcine social grace (IV, p. 35). And Don John's condemnation of Frederick as a "spightful puppy" in

Buckingham's Chances is no less than laughable when the don himself bears so marked a resemblance to a rutting hound (I, p. 24).

The final step in this metaphorical degeneration of identity is that which condemns characters to inanimacy, stripping them of all thought, volition, and action. We see characters who are posts and stocks (Raggou in Lacy's Old Troop, V; Brancadoro in Sir Robert Howard's Suprised, I, p. 8), excrements (Belfond Sr. in Shadwell's Squire of Alsatia, V, p. 76), descendants of air pumps (Mockmode in Farquhar's Love and a Bottle III, p. 36), and empty blunderbusses (Abel in Sir Robert Howard's Committee, II, p. 88). Scaramouch in Behn's Emperor of the Moon (1687) is a mere pair of "Chymical Bellows . . . , that Deputy-urinal Shaker" (III, p. 51). But most inanimate characters are not distinguished by name: they are simply "things." The fashionable exquisites of Bury Saint Edmunds in Shadwell's Bury-Fair (1689) and the gallomaniac Monsieur of Wycherley's Gentleman Dancing-Master are "things" (I, p. 11; II, p. 41). Major General Blunt in Shadwell's Volunteers says of the dainty Sir Nicholas Dainty, "A dod he is a thing, and not a man, methinks we shou'd not call him he, but it" (II, p. 17). And various husbands--old, cuckolded, or simply inconvenient--are "things" in Vanbrugh's Confederacy (II, pp. 19, 25), Shadwell's Epsom-Wells (I, p.

15), Behn's False Count (I, p. 5), and Otway's Souldiers Fortune (I, passim). Loveless in Vanbrugh's Relapse (1697) ironically tells his wronged wife,

For if you can believe 'tis possible
I shou'd again relapse to my past Follies;
I must appear to you a thing
Of such an undigested composition,
That but to think of me with Inclination,
Wou'd be a weakness in your Taste.
(I, p. 5)

His prompt relapse thus renders him, even in his own judgment, a thing.

A few characters, alarmingly enough, are even less than things. Some states of thinghood function in tandem, producing characters who individually constitute only half a thing. Burr and Failer in Dryden's Wild Gallant are more a unity than "an Atome" (II, p. 17). Petulant and Witwoud in Congreve's Way of the World are "Treble and Base" (III, p. 43), Sir Wilfull and Petulant "a pair of Castanets" (IV, p. 62). Sir Oliver Cockwood and Sir Joslin Jolly in Etherege's She Wou'd if She Cou'd "are Harp and Violin, Nature has so Tun'd 'em, as if she intended they should Always play the Fool in Consort" (II, p. 14). Squire and Mrs. Sullen in Farquhar's Beaux Stratagem are "united Contradictions, Fire and Water" (II, p. 14), "two Carcasses join'd unnaturally together" (III, p. 35). Teresia and Sir Nicholas in Shadwell's Volunteers are like "Tallies, meet in every point"--of foolishness (III,

p. 29). Similarly redundant are Novel and Plausible in Wycherley's Plain-Dealer, "these two Pulvillio Boxes, these Essence Bottles, this pair of Musk-Cats here . . . these things here" (II, p. 26).

Perhaps the lowest metaphoric identity is not that of free-lance thing, but that of subjugated thing: property. Schneider has rightly noted that "The use of people as properties, as utensils for the gratification of lust, or as the tools for acquiring power or wealth is a dominant theme in [Congreve's] Love for Love [1695]." He explains that Scandal and Mrs. Foresight exploit each other sexually, Prue uses all men, Mrs. Frail wants a husband to provide her with an income, Sir Simpson needs Angelica to promote his posterity, and Tattle makes "a property of [women's] good names." In the end, of course, "Angelica, who was to have been [Valentine's] property, . . . gives him love for love" (pp. 185-86, 190). In other words, she affirms her moral identity while repudiating the identity of thing. But many other plays, of course, are equally concerned with the manipulation of personality, with the reduction of people to property. A few characters in these other plays, reducing themselves to the status of property, deserve their treatment as such. For instance, Haunce in Behn's Dutch Lover (who, ironically, calls women "Utensils," IV, p. 60) claims no responsibility for his own

betrothal, asserting that he is merely an "Instrument . . . A very Tool" of those who arranged the marriage (IV, p. 64). Repudiating the identity necessary for contract, he forfeits the contract itself--and with it, his bride. Similarly self-condemned are Lady Flippant in Wycherley's Love in a Wood, who sees herself as her "Husbands Scutcheon" (I, p. 2)⁵ and Frederick in Behn's Amorous Prince, (1671) who thus explains to a friend why he breaks his contract with Cloris after debauching her:

[I] would be constant to the vows I've made,
 Were I a Man, as thou art of thy self;
 But with the aid of Counsels I must chuse,
 And what my Soul adores I must refuse.
 (I, p. 6)

He is, by his own admission, no man, and so his betrothal to Cloris "in the presence of her Maid and Heaven" derives from the vows of a council's tool--meaningless vows--rather than those of a man possessing a moral identity.

Most characters, though, do not submit to thingness--and subjugated thingness at that--quite so readily. Our focus thus shifts from those who would be property to those who see others as property, since any character who so blatantly misperceives and misuses another's humanity is himself morally unfit to contract. For instance,

⁵See Gerald C. Weales, ed., The Complete Plays of William Wycherley (New York: Doubleday, 1966), p. 115, n. 1.

Dorimant in Etherege's Man of Mode, believing fools "design'd for Properties" and casually referring to a cast mistress as his "Pis aller," must have his attitude corrected before he becomes Harriet's contractual equal (V, p. 80; I, p. 6). Other characters see fit to use as property their fathers (Dryden, Kind Keeper, 1680, II, p. 13), their suitors (Behn, Younger Brother, 1696, V, p. 46), their friends (Behn, Roundheads, I, p. 10), or their husbands (Shadwell, Virtuoso, IV, p. 60); and they are all appropriately penalized for so doing. Generally, though, those who most often suffer the metamorphosis into property are women, who are usually (though not always) "owned" by men. For example, Galliard in Behn's Feign'd Curtizans believes his enjoyment of any woman one of the "common blessings" of nature, similar to his enjoyment of "Meat, Drink, Air, and Light" (I, p. 2). Likewise, Richmore in Farquhar's Twin-Rivals considers Aurelia a "Toy" to ravish at his pleasure (IV, p. 56). A common variation of this misjudgment manifests itself in military or nautical terms, women becoming fortresses for men to besiege or ships for men to board and steer. But Melinda in Farquhar's Recruiting Officer is not to be won by Worthy's "siege" (I, p. 6), nor is Lady Lurewell in the same playwright's Sir Harry Wildair (1701) "all Sail, and no Ballast . . . run[ning] adrift with every Wind that

blows" (I, p. 2). A few women even manage to wage their own metaphorical campaign against the men who would thus reduce them, ridiculing the "Men of War" who "cruise" the Mall, vainly hoping to "board" a "Privateer" despite their carrying "French Ware under Hatches" (Farquhar, Love and a Bottle, I, pp. 3-4; Etherege, She Wou'd if She Cou'd, II, p. 17).

Those men who believe that legal relationships bolster their claims of ownership are the most frequent offenders. Oldwit in Shadwell's Bury-Fair not only gives his daughter in marriage without consulting her, but also speaks of her to the prospective bridegroom as though she were a sirloin steak: "Ha, my Lord! here's Flesh and Blood for you! will she not make a rare Bedfellow?" (IV, p, 48). Not much more flattering is Don Melchor's parallel of his daughter with his diamond in Dryden's Evening's Love, and his confusion about exactly what--or who--is being stolen from him derives from his belief that his daughter is his treasure, his possession (IV). Fiancés and husbands, too, persist in bequeathing their wives as legacies (Otway, Atheist, III, p. 26), displaying them "as Horse-Courers do their Horses" (Shadwell, Epsom-Wells, III, p. 50), and buying them "Gold to Silver" (Shadwell, Scowrers, IV, p. 31). Beaumont's fiancée in Behn's Second Part of the Rover (1681) is his "dull property" (II,

p. 29), and Don John's in Buckingham's Chances is his "Goods" (V, p. 60). Surly in Crowne's Sir Courtly Nice sees wives as shoes to be "buckled on," while whores are only slippers "to slip on and off at pleasure" (II, pp. 12-13). These men and others like them, clinging to the conceit that women are not contractual beings, sacrifice their own identities to a skewed perception of the identities of others.

"Every Body's for appearing to be more than they are, and that ruins all" (Vanbrugh, Confederacy, I, p. 12). "That ruins all" because, in trying to appear more than they are, characters invariably reduce themselves to less than they should be: they forfeit their right to contract, to deal with others on equal terms, because they fail to gain the prerequisite moral identity or because they fail to acknowledge the identities of others. But Standard in Farquhar's Constant Couple is mistaken in believing the world's appearance "Illusion all . . . there is no Certainty in Nature; and Truth is only Falsehood well disguis'd" (III, p. 30). Truth does show itself in the identities of those characters who, like Carelesse, speak and act, not as beasts, but as men; not as children, but as adults; not as hermits, but as social beings--identities manifest both to other characters and to us. The acquisition of this identity is not easy for most characters.

Only a few are "born" into Act I already possessing it. A great many never acquire it at all, condemned to live through five acts bereft of it, owning no more social significance than a mirror or a dog. But some characters--usually the ones with whose fortunes we are most concerned--do, after struggle, win for themselves true moral identities. A character's first step, then, towards gaining his desires by means of contract is learning respect for others and earning respect for himself. The second step is learning respect for contract.

FORCE AND TRICKERY:
"AND THEREFORE OUGHT THEY NOT TO BIND?"
--THE MAN OF MODE, II, p. 29

Accomplishing this second step is, like the first, no easy feat in the world of Restoration comedy, a world in which much of the characters' activity consists of ignoring or perverting contract in favor of chicanery and force. Even some of those characters who have acquired a moral identity fail to learn respect for contract, attempting to gain their desires through the subordination of others rather than through cooperation with them. Identity notwithstanding, these characters see their means as the coercion, physical or mental, covert or overt, of other characters, and, as such, remain morally unfit to contract. This idea, like the definition of contract itself, the Restoration comic playwrights derived from contemporary law: during the seventeenth century, as now, the presence of any one of four extenuating circumstances was recognized as a legitimate reason for invalidating a contract: mistake, "a misapprehension as to a material fact," arising "independently of negligence on the part of the person seeking to set aside the contract"; duress, "physical constraint"; undue influence, "moral or mental control established

over a weaker character or mind by a stronger, and unconsciously used to the disadvantage of the weaker"; and fraud, "a deliberate and successful deception of one of the parties to a contract" (Jenks, pp. 320-23). These invalidating circumstances operate much in Restoration comedy as they do in law, although clearly mistakes do not fall in the same moral category as duress, undue influence, and fraud. In the last three cases, the manipulating agent unmans the entire concept of contract as deed, that is, an act performed by a free agent. The victim is, in essence, spiritually castrated, deprived of the fundamental sign of humanity: rational choice.

The first step in learning respect for contract is learning respect for its language, the language of faith: a character who speaks in a manner indicating his ignorance of or lack of regard for contracts is punished, not for any action, but for his attitude alone. Susan Staves has recently observed that "the treatment of oaths and perjury in these plays suggests a loss of confidence in the authority of words."¹ Generally, though, this "loss of confidence" is not the playwright's, but his characters', and those characters who use language as a weapon or a bribe

¹players' Sceptres (Lincoln: Univ. of Nebraska Press, 1967), p. 235.

often find their aims defeated. For Mirtilla in Behn's Younger Brother, vows have no correlation with action: her vows of constancy to George and to Prince Frederick and to the "boy" Endimion are simply oral gifts presented to her favorites, and her words therefore have no more long-term significance to her than do snuffboxes or other little presents. The punishment for her shallowness derives, ironically, from her other meaningless vows, her marriage vows: her lovers finally abandon her to her ridiculous husband (IV, V). Monsieur in Wycherley's Gentleman Dancing-Master is, like Mirtilla, oblivious to the moral significance of vows (he promises never to go to a "Bourdel" again and then promptly sets off with the whores Flirt and Flounce); he believes that the making of vows is a sign of personal "honeur" which does not necessarily oblige him to act in any particular manner (I). And, again like Mirtilla's, Monsieur's unhappy fate is sealed through a perversion of the very language of faith that he himself has perverted when Flirt draws up "Articles and Settlements" with which to define her relationship with him, a pseudocontract giving her all the advantages and him all the disadvantages: no cohabitation, separate maintenance, her own private town-house, "a couple of handsom, lusty, cleanly Footmen," and especially, "no questions" (V, p. 93). By ravaging the language of faith, indulging in a form of moral fraud, these

characters show themselves incapable of understanding the very means of contract, to say nothing of its end.²

But if offering empty oaths is reprehensible, so is accepting them. To take as security a promise from a character lacking moral identity, a promise which reason exposes as worthless, is to forfeit control over one's own contractual power, to forfeit moral responsibility. We see an obvious case in point in Mrs. Loveit's and Belinda's belief in Dorimant's glib promises of constancy in Etherege's Man of Mode. Neither woman has any rational basis whatever for believing in the existence of a real contract between herself and Dorimant since both are well aware of his cavalier attitude towards the language of faith, yet each operates on the assumption that such a contract exists. As Roberta Borkat points out, Mrs. Loveit "simply does not understand the rules of Dorimant's game, for she assumes that lovers can be bound by 'vows,' 'covenants,' 'oaths.'"³ Mrs. Loveit's assumption is only partially mistaken, however, for morally fit lovers can be so bound. Only Dorimant, unfit as yet, cannot: without security, no

²For a more thorough discussion of the importance of the language of faith in the comedies, see J. Douglas Canfield, "Religious Language and Religious Meaning in Restoration Comedy," Studies in English Literature, 20 (1980), 385-406.

³"Vows, Prayers, and Dice," University of Dayton Review, 12, No. 3 (1976), 123.

contract exists, and Dorimant plainly says that for him, "in love there is No security to be given for the future" (II, p. 29). Of course, innumerable other women in various plays too readily accept the worthless oaths and promises of men and end up sacrificing their money, reputations, and virginity to a clutch of windy words. But men also fall into this easy trap, as do Colonel Standard in Farquhar's Sir Harry Wildair and Mellefont in Congreve's Double-Dealer (1694), both of whom assume a contract, a promise of performance, and are sadly disappointed, Standard with his wife (Lady Lurewood) and Mellefont with Lady Touchwood. What all these characters fail to understand is that promises constitute security only insofar as they portend action: to accept as security words without meaning is to accept a gift-wrapped box of air. In so doing, a character degenerates from person to puppet, voluntarily sacrificing any moral identity he may previously have possessed.

Those characters who repudiate the responsibility for their own actions are likewise passive but still fraudulent manipulators of contract: by forcing others to choose for them (or by pretending that others are choosing for them), they try to reject the consequences attendant on their behavior. Emilia in Sir Robert Howard's Surprisal, for instance, is "all obedience to her Father, and . . . she thinks choice were a sin" in the face of her father's

desire that she marry the old "Mummy" Castruccio (I, p. 2). Her subsequent fearful flight and near rape are direct results of this refusal to take the responsibility for her own life. And after Gartrude's plot in Shadwell's True Widow to have Stanmore bed and then wed her succeeds in the first objective but fails in the second, she claims to have succumbed only in order not to displease her mother, who had commanded her to be "civil" to Stanmore (IV). Similarly, Corinna in Vanbrugh's Confederacy says to Flippanta, "But remember 'tis you make me do all this [conspire to marry Dick], now, so if any Mischief comes on't, 'tis you must answer for't" and constantly qualifies her plans with "if you'll encourage me" (III, p. 34; I, p. 21, et passim). That she finally gets what she wants (Dick), however, results from her realization in the last act that she must acknowledge her actions as her own, and her betrothal contract with Dick demonstrates that she is finally prepared, unlike Emilia and Gartrude, to accept the consequences of her behavior, to accept the responsibility for her contract.

Even more reprehensible, though, than a character's linguistic undermining of contract is his coercive action, a demonstration of his attempt to subvert contract. The most common form of overt coercion (coercion of another character who recognizes that he is being manipulated) is,

of course, blackmail, a form of undue influence, the extortion of an action by means of a threat of some sort of non-physical injury. Particularly vicious is sexual blackmail, which forces the victim to sacrifice an irreplaceable intangible (virginity, reputation, marital loyalty, self-respect), thus robbing him of his right to an equitable bargain, a bargain in kind. The punishment for the sexual blackmailer is sometimes, ironically, the fulfillment of his desires--and his subsequent disappointment. For instance, Mrs. Bullfinch, landlady to the impecunious Lyric in Farquhar's Love and a Bottle, has for two years received sexual ministrations from him in return for her granting him lodging, but she is now unhappy that her rent was not paid in assets somewhat more liquid (III, p. 31).

But since much of the sexual coercion in the plays sees virtuous women as the victims, this method of punishing blackmailers by granting them their wishes is clearly not always appropriate. Most often, men who would constrain women to service them sexually suffer for their efforts by having their coercive weapon somehow wrested from them, as happens to the Duke in Dryden's Assignment, who, having intercepted a love letter from the novice Lucretia to Prince Frederick, threatens to reveal the clandestine relationship unless Lucretia yields her body to the Duke. Blackmail succumbs to blandishment, however, when

Lucretia's cajoling induces him to give her the letter, and he loses for good his power over her (IV, p. 48; V, p. 58). Similarly, Smuggler, investor for Lady Lurewell in Farquhar's Constant Couple, threatens to keep her securities and her large profit unless she agrees to service him sexually, much to her disgust: "Here's a Villain now, so covetous that he won't wench upon his own Cost, but would bribe me with my own Mony" (II, p. 18). In this case, though, blackmail succumbs to blackmail, since Colonel Standard and Sir Harry later manage to "dust" out of Smuggler's pocket a journal enumerating Smuggler's "Secret Practices in . . . Merchandizing," thus forcing him to reimburse Lady Lurewell without garnering any sexual benefits (V, p. 55).

But even aims less carnal seldom justify a reward for blackmail in the plays' value system, as we see by the machinations of "Sir Rowland" at Mirabell's instigation in Congreve's Way of the World. The point of Mirabell's having the newly wed and disguised Waitwell court Lady Wishfort is explained by Mrs. Fainall: "So, if my poor Mother is caught in a Contract, you [Mirabell] will discover the imposture betimes; and release her by producing a Certificate of her Gallants former Marriage." Mirabell responds, "Yes, upon Condition she consent to my Marriage with her Niece, and surrender the Moiety of her

[Millamant's] fortune in her Possession" (II, p. 25). But Mrs. Marwood blabs to Lady Wishfort, and Mirabell finds that not only has his blackmail attempt failed, he has severely damaged his strategic position--so severely, in fact, that he subsequently foregoes strategy against Lady Wishfort altogether. To force an action by means of blackmail, to exercise undue influence, renders any agreement arising from the threat morally reprehensible, no matter how attractive the blackmailer.

Worse yet is overt coercion based on physical constraint or injury, duress, the most blatant form of contract subversion. Those characters who attempt to incite, plan, or discharge a rape, kidnapping, duel, or murder are invariably exposed and shamed at best, physically punished at worst. Sometimes, a would-be perpetrator of violence acts as his own scourge, as is the case with Fillamour in Behn's Feign'd Curtizans, who vows to help his friend Julio kill the man who seduced Julio's sister and thereby dishonored his family, not realizing at the time he makes this promise that Julio's sister is Marcella, whom he himself has seduced (III, p. 26). More often, though, punishment for violence is executed through the agency of another character, as happens in Farquhar's Twin-Rivals when Trueman, in saving Aurelia from Richmore's attempted rape, discovers a letter exposing the plot to marry off

Richmore's pregnant mistress to the unsuspecting Trueman, thereby devastating both of Richmore's schemes in one motion (V). Violent punishment suitable to his violent crimes--attempted kidnapping, robbery, arson, and murder--befalls Francisco in Rhodes's Flora's Vagaries: Lodovico seriously, almost mortally, wounds him in the duel which Francisco himself engineered (V). Though of course reprehensible for other reasons in other moral systems, violence is reprehensible in the contractual moral system of the comedies primarily because it not only strips its victim of freedom of choice, like blackmail, but it also violates the symbol of that victim's very identity: his body.

But generally the plays display a more subtle form of subversion: the victim of coercion usually does not, at least initially, realize that he is being manipulated, that his moral identity is endangered. Therefore, covert coercion is actually more dangerous than overt since it insidiously capitalizes on its victim's unguarded position. For instance, unlike blackmail (undue influence) and violence (duress), which promise an evil if the requested action is not performed, bribery (fraud) promises a good if the requested action is performed. Superficially, then, bribery pretends to operate as a real contract, to trade a good for a like good. But the terms are actually unequal, and the would-be briber qualifies as a violator of contract because he attempts to gain that of great value in return

for sacrificing that of small value, as is the case with men who attempt to ply women with money or rich gifts. Whether their aim is marriage or simply fornication, these men are essentially trying to buy a domestic commodity with foreign currency, thereby cheating the women with whom they deal. Men whose goal is fornication alone wrongly infer a tacit contract between themselves and the women they desire, a pseudocontract similar to that between a prostitute and her customer. Since these men can opportunely decide their terms as they proceed in the relationship rather than having to declare them explicitly beforehand, this inference is greatly to the women's disadvantage. Therefore, Gripe and Moneytrap in Vanbrugh's Confederacy, in trying to buy sexual favors from each other's wives, fully deserve to be bilked of the over two hundred pounds each lays out in pimps' fees and "loans" to his prospective mistress--and so they are (III, IV). The same is true for Gayman in Behn's Luckey Chance (1687), who mortgages his estate to buy expensive gifts for the reluctant Julia and who assumes that her refusal to grant him an assignation stems from her greed for yet more presents, though she plainly tells him, "I prize my Honour more than Life" (I, p. 8).

But even men whose aim is marriage are potential subverters of contract when they attempt to bribe women: they offer a transient good, money, and demand in return a virtually immutable good, their women's social and legal

subordination--hardly a bargain in kind. The loss of the valuable presents and money which Novel, Plausible, and Manly have given Olivia in Wycherley's Plain-Dealer, "the earnest Pence for [a] Love bargain," a bargain Olivia fails to keep with any of the men, demonstrates the inefficiency of trying to affix a cash value to one's emotional investments (IV, p. 67). And yet that is exactly what Valentine initially attempts in Congreve's Love for Love. As Harold Love says, "At the beginning of the play, Valentine . . . has exhausted his money in his pursuit of Angelica. . . . Valentine is picturing Angelica as a quarry to be hunted, not as a human equal to be loved" (pp. 62, 73). Or, more accurately, he sees her as merchandise to be bought. Her resentment of his attitude manifests itself in an assertion of her existence as a being deserving of contractual recognition, an assertion of her moral identity: "You must pardon me, if I think my own Inclinations have a better Right to dispose of my Person, than yours" (V, p. 89). Even though Olivia's suitors and Valentine offer more than do Gripe and Moneytrap and Gayman, they also demand more: the terms of the bargain are still unequal. The point here is not that an emotional relationship should somehow be free of the "taint" of commercialism; there is nothing degrading in the fact that all contracts are, at least intellectually, commercial. The point is simply that, when we consider

the particular social coin in which these women are required to pay, we must admit that they are shortchanged when they are promised only money in return.

In some instances, however, the money to buy women goes to a third person, thus reducing the women from functioning simultaneously as seller and merchandise to functioning merely as merchandise--a drastic degeneration of their moral identities. We see, for instance, old Goldingham proving his moral limitations in Shadwell's Miser (1672) in several ways, including beating his servant James for reporting that which he ordered James to report (III, pp. 47-78). But his worst sin is employing the bawd Cheatly to induce young Isabella to marry him--attempting, in essence, to buy Isabella from Cheatly, who has, of course, no right to sell her. Goldingham's final defeat proves him incorrigible: he quits the stage swearing vengeance on all who have swindled him, failing to realize that he himself has forced the swindlers to their underhanded schemes by repeatedly refusing to deal openly with them, to respect Isabella's identity (V). Similarly, the titular knight of Crowne's Sir Courtly Nice attempts to buy Leonora from her brother for a hefty settlement. This violation of contract is appropriately punished by another: Sir Courtly marries a vizarded lady he believes to be Leonora, a lady who is in reality Leonora's amorous old

aunt (II, p. 18; V). Goldingham and Sir Courtly, in failing to respect Isabella's and Leonora's free will, conspicuously dehumanize those women. It is axiomatic that no real contract can impose obligations on those who are not privy to it. And since a real contract demands that all parties recognize the clear distinction between legitimate objects--which are never people--and legitimate agents, Goldingham and Sir Courtly thus demonstrate their unfitness to comprehend contract and its attendant responsibilities.

But if buyers dehumanize others, rumormongers, in their peculiar form of fraud, dehumanize themselves, freely forfeiting their moral identities for the possibility of transient gain. The acts of bribing and buying call attention to their practitioners as free agents, as catalysts of action (though that action itself is reprehensible), and therefore these acts retain some faint affinity with the self-acknowledgment necessary for moral identity. Rumormongers, however, point fingers everywhere but at themselves, creating the illusion that they are not agents, not catalysts of action, that the "facts" all by themselves somehow implicate the other characters. In thus suppressing their roles as vehicles for (and often creators of) these "facts," they implicitly deny their own identities and so render themselves even more culpable morally than the bribers and buyers. For example, Oriana in

Farquhar's Inconstant fosters two rumors to provoke Young Mirabel into marrying her, the first to make him believe that she is about to marry another, the second to make him believe that she is about to enter a convent (III, IV). Young Mirabel easily unmaskes these fables, of course, rendering Oriana publicly ridiculous and psychologically equipping himself to show even better resistance in the future. Oriana not only fails to gain her end, she actually loses ground in the pursuit, as do Levia and Luscondo in Shadwell's Amorous Biggottee, each of whom suspects the other's love is cooling, and each of whom therefore circulates rumors of new amours to make the other jealous. The simultaneity of the rumors naturally aggravates the problem, and so both lovers are injured, not aided, by their own gossip (I). And old Sir Feeble Fainwou'd's rumor of Bellmour's death in Behn's Luckey Chance, a rumor contrived to prompt Bellmour's beloved Leticia to marry Sir Feeble in despair, collapses when Sir Feeble, garrulously delighted at his own invention, spills the secret to his newly-hired accountant--the disguised Bellmour (III).

A particularly pernicious form of rumormongering is slander, a doubly dehumanizing act: the slanderer, like any other rumormonger, implicitly denies his own identity, but he also denies the identity of his calumniated target, attempting to trick others into misperceiving that target's

true self. Both Woodly and Mrs. Woodly in Shadwell's Epsom-Wells, for instance, vilify Bevil and Raines, proclaiming to Carolina and Lucia, ironically enough, that the men have traduced the women's reputations. Bevil's plain dealing with Carolina, however, soon dispels that myth and exposes the Woodlys as liars and manipulators (IV). Likewise, Razor's penitent confession in Vanbrugh's Provok'd Wife reveals Lady Fancyfull's plot to defame Bellinda so that Heartfree, beloved by Lady Fancyfull, will refuse to marry her. "I'll make such work about Town," she says, "he shall as soon marry a Witch" (V, p. 70). Lady Gimcrack's rather unusual mode of slander in Shadwell's Virtuoso, sexually obliging Bruce in the guise of Miranda and Longvil in the guise of Clarinda to make each man believe his mistress a whore, backfires when all the lovers confront each other afterwards and, in the resulting éclaircissement, identify the real whore (V).

Ironically, the inveterate slanderer of Shadwell's Squire of Alsatia, Mrs. Termagant, traduces Belfond Jr.'s reputation by proclaiming him a breaker of contract. "I have had a Child by him," she wails to her brother; "he is my Husband by Contract; and casts me off" (III, p. 35). Throughout the play, she bribes, plots, lies, and disguises in order to execute her "one piece of Vengeance" in return for her ex-lover's indifference: the total destruction of

his good character in the eyes of Isabella, his new love (V, p. 79). Belfond Jr., however, repeatedly denies making any such contract, both to Mrs. Termagant herself--"I took no Lease of your frail Tenement: I was but Tenant at my own will" (II, p. 23)--and to Isabella--"Heaven is my Witness that her Accusation is false: I never was yet contracted to any Woman, nor made the least promise, or gave any one the least hope of it" (V, p. 74). He plainly understands the responsibilities of contract and respects the integrity of his own moral identity since, unlike Dorimant, he refuses to sacrifice the language of faith on the altar of expedience. Mrs. Termagant, on the other hand, not only assumes the existence of a contract when none actually exists, she also attempts to pervert the true identities of both Belfond Jr. and herself. When her lie is discovered and she is publicly disparaged as a trull, therefore, her ostracism proves morally just and socially necessary.

But by far the most commonly chastised act of contract subversion in the plays is another form of fraud, entrapment: the manipulating or suppressing of pertinent information in order to capitalize on another's ignorance and thereby to gain ascendancy over him in some way, as, for instance, in cardsharpping. And so we learn from Parly in Farquhar's Sir Harry Wildair that Lady Lurewell, in inviting Sir Harry to play with some of her "friends," has

laid "a Design . . . to cheat him of his Money," but Sir Harry, no gambling naïf, instead fleeces those "friends" and walks away from the table with a full purse (I, p. 7; II). Similarly, in Etherege's Comical Revenge Sir Frederick Frolick finally compels the sharpers Wheadle and Palmer, after they bubble Sir Nicholas Cully of a thousand pounds (all the while singing "Our heads are too airy for plots"), to forfeit their copy of the judgment against Sir Nicholas so that they can never collect. They are further galled by Sir Frederick's marrying his own well-portioned sister to Sir Nicholas, thus completely ruining Wheadle's and Palmer's chances to bilk Sir Nicholas further by marrying him off to Grace, Wheadle's instrument and whore (II, p. 23; V).

Some thieves, though, operate on a larger scale--and with lawful, though not moral, sanction. Estate-swindlers use legal contract (which, as the next chapter explains, is a morally neutral form of contract) to obviate the necessity and sometimes even the possibility for a morally positive private (as opposed to legal) contract. They bludgeon the law's spirit with its letter; they hypocritically use the form of contract as a weapon against the principle of contract. Mrs. Hackwell in Shadwell's Volunteers, for instance, manipulates her husband into disinheriting his son and settling his estate instead on her and

her daughter. In the end, though, he legally and socially repudiates both wife and daughter, so Mrs. Hackwell loses not only future security, but present as well (IV, V). Similarly, Wilding in Behn's City-Heiress plots to trick his uncle into naming him heir to the Treatall estate by dressing up the whore Diana as the heiress Charlot. (His uncle, Sir Timothy Treatall, has previously promised to settle on Wilding providing Wilding marries money.) But Sir Timothy reneges on the deal, and Wilding rages because his trick has failed: "Death, what a disappointment's here! I wou'd ha' sworn this Sham had past upon him" (III, p. 25). In fact, Diana, switching her allegiance from Wilding to herself, ultimately marries old Sir Timothy, thus depriving Wilding of both his expected inheritance and his whore (V).

But Mrs. Hackwell and Wilding are pikers in estate-swindling compared to the Days in Sir Robert Howard's Committee, who actually usurp the parentage of the financially well-endowed Ruth so that they can control her estate and who further attempt to blackmail Arbella (whose estate they also control) into marrying their son to insure their continued financial dominion: "this Arbella shall be Our daughter too, or she shall have no estate" (I, p. 78). In fact, the Days' legal control over the two women's money is absolute; Ruth and Arbella are caught as "fast as if [they] were under Covert-barne" (III, p. 97)--

that is, they are as legally subjugated financially as if they were married.⁴ Their only recourse in the face of this lawfully-sanctioned violation of moral contract is a morally-sanctioned violation of legal contract: they steal the papers awarding the Days control of their estates and flee the house, retaliating against the Days' attack on their identities. The despoiled Days, blackmailed into submission by the women's threats to expose the Days' own identities (as abortionist and former kitchen wench), are subsequently forced to agree to help Colonels Carelesse and Blunt recover their own estates from the Committee of Sequestrations "without Taking the Covenant" forswearing the king (V, p. 153). In this act, of course, the Days' own interests will suffer greatly, since only through the cooperation and good will of the committee do they achieve any measure of social prestige and pecuniary profit.

Other forms of entrapment have as their goal, not monetary, but psychological supremacy, often gained by sexual machination of some sort, as when a suspicious (or glib) spouse or lover tries to ambush his partner for the purpose of proving some hypothesis about that partner's

⁴Covert baron ("Covert-barne") is a pseudo-legalism, amusingly inaccurate in its linguistic subordination of husband instead of wife: covert ("covered") indicates a state of legal subjugation; baron is "husband." The correct term for a married woman is feme (or femme) covert. See A Treatise of Feme Coverts (1732; rpt. South Hackensack, N.J.: Rothman, 1974).

fidelity. Such a bastardization of empirical procedure demonstrates a fundamental incapacity to comprehend the contractual principle of people as free agents, possessed of individual human identities. For instance, Antonio, the jealous husband in Behn's Amorous Prince, persuades his friend Alberto to make love to his wife, Clarinda, in order to test her virtue--a virtue he has no grounds to doubt and therefore no cause to test. Clarinda's sister Ismena, personating Clarinda, receives Alberto's advances, thus providing the offended woman with the means for her retaliation (IV, p. 14). Likewise, Sir Patient Fancy in Behn's play of that name (1678) dissembles death to prove his wife's constancy but is instead treated to the sight of the "bereaved" lady jubilating with her lover over her new inheritance (V). And Courtall in Etherege's She Wou'd if She Cou'd receives, "Like a Traytor to all goodness, with All the signs of Joy imaginable," the letter which the jealous Lady Cockwood has sent to him in Ariana's and Gatty's names to test his faithfulness to her (IV, p. 55).

But the frustrated aim of sexual entrapment is more often gratification than vindication, as when Leante in Farquhar's Love and a Bottle tries to trap Roebuck into an assignation with her, only to be met by Lovewell, who has intercepted her letter to Roebuck (IV); or as when Bruce and Longvil in Shadwell's Virtuoso choreograph a

private meeting with the recalcitrant Clarinda and Miranda, only to be foiled when the women swap trysting-places (III). Pinchwife's attempt in Wycherley's Country-Wife to "keep a Whore to [him]self" by marrying Margery and enforcing her sexual ignorance fails miserably when Horner fills the gaps in her education (I, p. 14). And Valentine's feigned madness in Congreve's Love for Love, concocted for the purpose of ensnaring Angelica's sympathies and ultimately her hand, reaps its just due in Angelica's "Trick for Trick": her pretended refusal to credit Valentine's avidly sincere avowals of love--on the grounds that he is mad (IV, p. 56).

Blackmail, force, bribery, buying, rumormongering, slander, entrapment--all these serve their practitioners as expedients for eluding the constraints necessarily imposed by a real contract. But just as unethical as this circumvention of contract is the perversion of contract: a pseudocontract demonstrating that one of its authors misunderstands some essential and specific quality of true contract, as is the case with Sir Positive At-all in Shadwell's Sullen Lovers. Sir Positive forces the two clerks who have derided his new play, The Lady in the Lobster, to sign a witnessed contract in which they swear to "believe" that the play, "notwithstanding it was damn'd by the Malice of the Age, shall not only read, but it shall

act with any of Ben. Johnsons, and Beaumont's and Fletcher's Plays" (III, p. 46). Sir Positive apparently thinks that contracts can direct thought, whereas they can, of course, only direct behavior. More seriously, Diana in Behn's Town-Fopp tries to contract with an unknown champion--she will give him her body if he will challenge Bellmour--not realizing that this champion is really the disguised Friendall, whom she had vigorously vilified to his face just moments before (IV). Real contracts demand the full disclosure of identity from both parties, and Diana's failure to determine her champion's identity results in her embarrassment and the frustration of her attempt to revenge herself on Bellmour.

Frequently, a character will fail to understand that consent and security must be both exacted and given for a contract to be binding. For instance, Melantha in Dryden's Marriage-A-la-Mode is finally forced to give herself to Palamede "sans nulle reserve, ny condition" because, as Philotis points out, the concessions she wants to wrest from Palamede would only enslave him; she offers no parallel concessions of her own (V, p. 74). Conversely, the bricklayer and the Podesta in Crowne's City Politiques lose their hundred pounds because Bartoline, who has received it as advance payment for drawing up articles against the Viceroy, refuses to do the job and refuses to

return the fee. "Tish our way. Tish our way," he says, and the two conspirators are helpless to retaliate since they possess no security of Bartoline's (III, p. 31). Similarly, though Willmore in Behn's Rover has agreed to "pay" Angellica his love if she will give her body to him, her failure to claim his security and to establish the specifics of his performance leaves her powerless when he blithely abandons her for Hellena, averring that his side of the contract consists only of "Vows," not action resulting from those vows--and so it does, since Angellica has neglected to insure equal terms (II, p. 28; V, p. 75). And when Failer and Burr in Dryden's Wild Gallant propose "chousing" Sir Timorous, they ask for Isabella's help: "What say you Madam? is't a bargain?" Isabella responds aside, "'Tis but a promise; and I have learnt a Court trick for performing any Thing" (II, p. 16). Failer and Burr are offering Isabella a stipulatio, an ancient form of oral contract assuring the performance of both parties if the contract itself is couched in the appropriate question (Spon-des-ne? "Do you undertake?") and answer (Spon-deo. "I undertake.").⁵ Isabella, however, refuses to give the response necessary to bind her to the action Failer and Burr want her to perform, and she calls her

⁵For a more thorough discussion of stipulatio, see Farnsworth, pp. 588-89; Seagle, p. 261; Maine, pp. 271-74.

answer "but a promise"--that is, a voluntary obligation unenforceable because unilateral (her "Court trick"). Failer and Burr, in thinking to oblige Isabella to plot on their side, simply give her ammunition to use against them, which she soon does.

Aesthetically tidy are those frequent cases in which each author of the pseudocontract seeks to overreach the other by receiving and not delivering; thus each acts as the agent for the other's punishment. For instance, Roebuck and Lovewell in Farquhar's Love and a Bottle very amicably swap appointments: Lovewell will meet Roebuck's whore if Roebuck will fight Lovewell's duel. The whore is a fiction, however, constructed to distract Lovewell while Roebuck goes to Lucinda's house, and the duel is a fiction constructed to distract Roebuck while Lovewell goes to Lucinda's house--at the same time (IV). Similarly, when Ariadne in Behn's Second Part of the Rover flees her house with "Willmore" to escape her obligation to Beaumont, her irresponsibility receives its just due when she discovers that "Willmore" is actually Beaumont. And Beaumont, in helping the beautiful unknown woman in her flight, has tried to escape his own contract with Ariadne, only to be suddenly reminded of his obligation in a rather embarrassing manner when Ariadne reveals her identity (V).

Farquhar fully develops an example of this cross-punishment for contractual disrespect in The Inconstant.

Both Oriana and Young Mirabel consider their betrothal a legal but not a private contract, lawfully but not ethically binding, and each attempts to use it to bludgeon the other into submission. Mistrusting the power of this contract to be self-enforcing, Oriana tries to rely on state intervention to force a code of behavior on Young Mirabel: "let me but get him into the bands of Matrimony, I'll spoyl his wandering, I warrant him" (I, p. 5). She furthermore does not apparently believe that this betrothal binds her: "were there no greater Tye upon my Heart, than there is upon my Conscience, I wou'd soon throw the Contract out a doors" (II, p. 14). She speaks as though the contract were somehow more her weapon than his, and Young Mirabel himself acts as the vehicle for her punishment. He perversely refuses to acknowledge the existence of the contract when she pointedly alludes to it in front of others, and he later complains, "here comes one [Oriana] to spoyl my sport, now shall I be teiz'd to death with this old-fashioned Contract. I shou'd love her too if I might do it my own way, but she'll do nothing without Witnesses, forsooth: I wonder Women can be so immodest" (II, p. 18). He wants the terms of the relationship set up solely according to his wishes ("my own way"), conveniently forgetting, as Oriana has, that contractual equality demands concessions from both parties, not just one. The ensuing battle displays

the futile circularity of this approach. Young Mirabel refuses both to marry Oriana and to release her from the contract, so she will necessarily die a maid unless, he says, she will consent to "be otherwise" on his terms (i.e., unless she consents to be his mistress). She counters this threat by pointing out that the law can force him to marry her, and he smugly responds, "But the Law can't force me to do any thing else, can it?" When, however, he finally does agree to renounce his legal right to her, Oriana turns his own weapon back upon him--but not without being herself wounded in the fray:

Mir.: . . . here, take your Contract, and give me mine.

Or.: No, I won't.

Mir.: Eh! What, is the Girl a Fool?

Or.: No Sir, you shall find me cunning enough to do my Self Justice; and since I must not depend upon your Love, I'll be reveng'd, and force you to marry me out of Spight.

Mir.: Then I'll beat thee out of spight; make a most confounded Husband.

Or.: O Sir, I shall match ye: A good Husband makes a good Wife at any time.

Mir.: I'll rattle down your China about your ears.

Or.: And I'll rattle about the City to run you in debt for more.

Mir.: Your face-mending Toylet shall fly out of the Window.

Or.: And your face-mending Perriwig shall fly after it.

Mir.: I'll tear the Fourbelow off your Cloathes,
and when you swoon for vexation, you shan't have a
penny to buy a Bottle of Harts-horn.

Or.: And you, Sir, shall have Harts-horn in
abundance.

Mir.: I'll keep as many Mistresses as I have
Coach-horses.

Or.: I'll keep as many Gallants as you have
Grooms.

Mir.: I'll lye with your Woman before your
face.

Or.: Have a care of your Valet behind your back.

Mir.: But, sweet Madam, there is such a thing as
Divorce.

Or.: But, sweet Sir, there is such a thing as
Atimony, so Divorce on, and spare not. [Exit.

Mir.: Ay, that Separate Maintenance is the
Devil--there's their refuge--o'my Conscience one
would take Cuckoldom for a meritorious action,
because the women are so handsomely rewarded for't.
[Exit.

(II, pp. 21-22)

In this parodic proviso scene, each lover tries to
manipulate the contract ex post facto in order to master
the other, and the consequent stalemate results from their
failure to realize the moral as well as the legal obliga-
tions of their contract.

This function of character as nemesis explains the
frequent exceptions to the rule that the playwright punish-
es those who try to subvert or pervert contract: if a char-
acter is not punished for so doing, it is nearly always be-
cause he is acting as the agent of punishment for one who

has already proved himself to be unworthy of contract; he chastises in kind the mistake of another. For instance, Aimwell and Archer in Farquhar's Beaux Stratagem blackmail Foigard into exposing Count Bellair's nocturnal plans for Mrs. Sullen by threatening to have him arrested for treason: "Come, come, Doctor, consider we have got a Rope about your neck, and if you offer to squeek, we'll stop your Wind-pipe, most certainly" (IV, p. 53). And because Foigard has himself already violated contract--he has assumed a false identity and betrayed his country--we applaud the justice of his penalty. Similarly, Raymund's minor arson job in Shadwell's Humorists (1671) transcends the need for punishment since it is only by creating a distraction (firing the coach house) that Raymund can free Theodosia from her imprisonment by Lady Loveyouth (IV): duress punishes duress. And because the rich Oviedo and Piracco in Roger Boyle, Earl of Orrery's Guzman (1693) perceive women, not as equal agents in contract, but as prizes to be won by duel or stratagem, they richly deserve to be tricked into marriage by Maria and Lucia, who use them solely to restore the "withered Fortunes" of the women's impoverished family (I). Isabella's words to Sir Timorous in Dryden's Wild Gallant apply to all those who, like Oviedo and Piracco, Lady Loveyouth, and Foigard, end up impaled on their own anticontractual weapons of deceit

and force: "Alas poor Woodcock, dost thou go a birding? thou hast ee'n set a Sprindge to catch thy own neck" (II, p. 33).

"For where liberty ceaseth, there beginneth obligation," says Thomas Hobbes (Citizen, p. 127). Paradoxically, though, social liberty is preserved by obligation, obligation assumed by oneself as well as imposed on others. Both requisition and concession are the duties of every social being. Without the first, man becomes a martyr; without the second, he becomes a despot--and society tolerates neither martyrs nor despots very long before extirpating them in self-defense. This is the premise of comedies concerned with the maintenance of moral order in society. The character who upsets the balance either by disproportionate concession or, far more frequent, disproportionate requisition threatens the life of the system. The comic playwright chooses either to redeem this character, as Congreve does Lady Wishfort in The Way of the World, or to expel him from the play's society, as Shadwell does Sir Nicholas Gimcrack in The Virtuoso. Rarely is another choice possible given the moral assumptions of most Restoration comedy. But the playwright's concern is not merely for the preservation of moral order in society. Equally important to him is the preservation of the individual identity within that society. He who would

deprive another of the right to free and informed choice, of his moral identity, reduces that other to a puppet, rendering the entire concept of good and evil a mockery. And this particular mockery is one which, on the whole, Restoration comedy does not tolerate.

LAW: "I CAN PROVE ANY THING"
--The Plain-Dealer, IV, p. 78

If a character is to be integrated into the moral order of a society and still preserve some measure of individual right, though, it is not enough that he learn to distinguish only between real and pseudocontracts: he must also learn to distinguish between legal and private contracts. Both are real contracts--that is, valid according to the systems from which they derive--but only the latter are moral contracts because only they derive from natural law, God's law. Legal contracts by themselves, whether explicit or implicit (based on status), derive from man's law and are therefore morally neutral because law, though theoretically derived from a moral system, necessarily becomes divorced from that system once codified: its concern becomes legality, not morality, since only the former is susceptible to proof through fact (in the form of laws). And, just as fact cannot be moral or immoral, neither can an action or relationship based solely on legal criteria: that action or relationship is simply lawful or unlawful, not good or bad. If, however, such an action or such a relationship is defined and qualified by a consensus facit legem ("consent makes the law," a private agreement), then

it becomes morally positive--but only then. The comedies teach us that no law "can search into the remote Abyss of Nature," that "Nature is the first Lawgiver," that "Law for Law's Sake" frequently violates natural right, the right of all people to individual, as well as collective, self-preservation (Farquhar, The Beaux Stratagem, III, pp. 38-39; V, p. 56). And natural right manifests itself, not through legal contract, designed primarily to serve the needs of society as a whole, but through private contract, designed to serve the needs of individuals within society.

"I'll do nothing for no Man, but according to Law," says the bricklayer in Crowne's City Politiques. Because the Podesta has decreed that all whom he governs will eat and drink, speak and write, wake and sleep "according to Law," the bricklayer feels no obligation even to return a civil answer to a civil question since "Law" does not require him to do so (III, p. 10). And Crowne is, of course, by no means alone among Restoration comic playwrights in his ridicule of those who perceive the law as their master rather than their servant. Most of the comedies, in fact, repeatedly demonstrate that law unqualified by private contract usually proves itself an ineffectual tool at best, a dangerously reflexive one at worst, backlashing those who would use it to whip others. Lady Loveyouth in Shadwell's Humorists, for instance, unwittingly settles her estate

on the very person she wants to disinherit (V). Similarly, Justice Ballance in Farquhar's Recruiting Officer orders the enlistment of "Captain Pinch" under Plume, only to discover that in doing so, he has forfeited his own daughter: "Was ever man so impos'd upon? I had her Promise indeed that she shou'd never dispose of herself without my Consent.--I have consented with a Witness, given her away as my Act and Deed" (V, p. 70). Likewise, thinking to trap two rich and beautiful ladies of quality into clandestine marriages, Sir Joseph Wittol and Captain Bluffe in Congreve's Old Batchelour are themselves trapped by their vizarded brides, a lady's maid and a whore (V). And, of course, that most famous of veteran litigants, the Widow Blackacre in Wycherley's Plain-Dealer finds that her bag of legal tricks avails her nothing when she is ultimately forced to settle an annuity of four hundred pounds on Freeman in return for absolutely nothing: "Well a Widow, I see, is a kind of sine cure, by custom of which the unconscionable incumbent enjoys the profits, without any [sexual] duty, but does that still elsewhere" (V, p. 92). We come to realize that those characters who let the terms of their relationships be determined solely by their legal statuses--employer or employee, buyer or seller, parent or child, husband or wife--are indeed "characters" even within the world of the plays: they have allowed their societies

to dictate, not only behavior, but also their very self-perception. They are reduced to thralls of the legal machine, implicitly repudiating private contract by blindly accepting socially-imposed identities.

Legally-recognized relationships between characters of different families are by definition commercial, and these relationships afford the playwrights ample opportunity to demonstrate the moral dangers of assuming that a legal contract precludes the necessity for a private. Indeed, when characters speak of engaging in "business," which is, as Peter L. McNamara points out, a "widely-used code word,"¹ they very frequently employ the phrase as a euphemism for giving it to someone. Even relationships technically noncommercial (in the sense of noncivilian) become intellectually "commercial" in a pejorative sense, failing to qualify as private contracts, as we see from Kite's persuasive patter in Farquhar's Recruiting Officer: "if any Prentices have severe Masters, any Children have undutiful Parents; if any Servants have too little Wages; or any Husband too much wife," he should promptly enlist (I, p. 1). The appeal is, of course, a paradoxical one unable to withstand thoughtful analysis (which, fortunately for Kite, his audience is incapable

¹"The Witty Company," Ariel, 7, No. 1 (1976), 69.

of): it pretends to invalidate a legal relationship by validating as a substitute another legal relationship, pretends to prove that the two relationships are mutually exclusive. Similarly, Gripe's act of accepting the enlistment bribe of a shilling in Shadwell's Woman-Captain is immediately exposed as self-defeating avarice when the sergeant refuses to accept twenty times that amount to release Gripe from his hastily-acquired military obligation (IV). Kite's victims, in trying to buy "protection" from the state against itself, become its vassals; Gripe, in accepting the "gifts" of the state, becomes its possession.

Likewise, true commerce (the private exchange of money for goods or services, with no state involvement) often serves as a trap for those who see "business" as an excuse to regard others the way avaricious usurers, irresponsible buyers, and dishonest merchants do: as functional stereotypes rather than contractual agents. Goldingham in Shadwell's Miser, for instance, defeats himself through his own greed by forcing his son Theodore to borrow money in order to live, thereby prompting Theodore's discovery that the vicious pawnbroker and usurer he is compelled to patronize is none other than his own father: "Is it you Sir that are guilty of these abominable extortions? . . . that seek to enrich yourself by the Ruin of people, in lending money upon such shameful conditions? . . . Do you not blush to dishonour your name and Family, by the

most cruel exaction, and unheard of subtleties, that the most infamous of Usurers, nay Jews themselves, could ne're invent" (II, pp. 34-35).

Given the contractual morality of the plays, we see that prostitution is an especially exceptionable commercial relationship, and those who participate, whether johns or whores, seldom escape the relationship unscathed. The evidences for prostitution's anticontractual nature are many: the relationship demands that the whore, in selling herself as a commodity, allow her identity as object to supersede her identity as agent. The relationship assumes a morally neutral patina by taking the form of a lawful buyer-seller association--but that which enforces the moral neutrality of such an association, legal recognition and sanction, is lacking. The relationship demands the breach of theological and legal contract (i.e., injunctions against fornication and adultery) before it can itself be realized. Worst of all, the relationship often manifests itself in the guise of an emotional bond, parodying--and thus belittling--the concept of real and private contract.

So it is no wonder that "Bouncing Margery," the mother of Valentine's bastard in Congreve's Love for Love, receives from Valentine, not money to support the infant, but complaints that she "might have overlaid the Child a Fortnight ago, if she had any forecast in her" (I, p. 6).

And when Wilding in Behn's City-Heiress attempts to placate his angry whore with avowals of his love, she exclaims, "Love me! what if you do? how far will that go at the Exchange for Poynt? Will the Mercer take it for current Coin?" (II, p. 17). The stigma of prostitution's particular form of commercialism is demonstrated by Blunt's reluctance in Behn's Rover to admit that he pays for his pleasure; when Willmore insinuates that Blunt's new mistress is a whore and asks him, "Didst give her anything?" Blunt defensively overreacts: "Give her!--Ha, ha ha! why she's a Person of Quality;--That's a good one, give her! 'sheartlikins does think such Creatures are to be bought?" His bravado, of course, falls flat in the face of the woman's possession of "the Toy of a Diamond" that Blunt used to wear (II, p. 17). And the ultimate fruitlessness of prostitution as a means to an end, whether that end is emotional or financial, is nowhere in Restoration comedy more poignantly demonstrated than in Behn's Second Part of the Rover, in which La Nuche finally loses both the man she loves (Willmore) and the man who loves her (Beaumont): "Left by both? . . . Gone! Where's all your power, ye poor deluded eyes, curse on your feeble fires, that cannot warm a heart which every common Beauty kindles" (V, p. 70). Despite its apparent openness, despite its businesslike facade, despite its ostensible function as contract, the

commercialism of prostitution paradoxically proves itself, not enriching, but impoverishing, sometimes financially and always emotionally, to those concerned.

But perhaps the most complex commercial relationship we see in Restoration comedy is that between master and servant. The seventeenth century produced a plethora of sententious little treatises dictating the appropriate behavior for both masters and servants, with theses generally derived from I Colossians 3 and 4: "Servants obey in all things, your Masters according to the Flesh; not with Eye-service, as Men-pleasers, but in singleness of heart fearing God: And whatsoever you do, do it heartily unto the Lord, and not unto Men: Knowing that of the Lord ye shall receive the reward of the Inheritance; for ye serve the Lord Christ"; "Masters give unto your Servants, that which is just and equal, knowing that ye also have a Master in Heaven." The author of one of these treatises, William Fleetwood, specifically calls this relationship a "contract," though in many cases some of the requirements for a legal contract were lacking: seventeenth-century servants, like seventeenth-century wives, had to struggle constantly against the annoyance of an ambivalent legal status. The law decreed that people possessed of no land or money were a priori "laborers" and that they did not "have any voice whatever in determining their own remun-

eration." Furthermore, during their probation with a new employer (usually a year), they had no other legal rights either: the law denied them all contractual agency. The law also, however, in many cases decreed that the act of a servant was, for legal purposes, the act of his master, so although the servant did not enjoy legal rights, he also escaped legal prosecution.²

The resulting tension of this state of affairs, uncomfortable for both master and servant, is manifest in several of the comedies: the contractual balance is lost when a master becomes a tyrant. For instance, Gripe in Shadwell's Woman-Captain physically "mortifies" his servant Richard's senses to keep him tractable; poor Richard says, "I am sure I han't pleas'd one [sense] since I came [to serve Gripe]" (I, p. 9). And Sir Frederick Frollick in Etherege's Comical Revenge feels justified in drunkenly breaking the head of his servant as well as affronting his hackney coachmen, his link-boys, his fiddler, and his chambermaid because the "Sorrow and Repentance" accompanying his next morning's hangover will, he says, atone for his behavior (I, pp. 2-3). We hear a similar rationalization

²Fleetwood, The Relative Duties of Parents and Children, Husbands and Wives, Masters and Servants (1705), pp. 347-98; Luke Owen Pike, A History of Crime in England (1873-76; rpt. Montclair, N.J.: Patterson Smith, 1968), II, 78; Sir William Blackstone, Commentaries on the Laws of England, 9th ed. (1783), I, pp. 425-32.

from Young Wou'dbe in Farquhar's Twin-Rivals, who believes that occasional gratuities handed out to his steward and servants will compensate for his lack of consideration and concern for them. We know from Mrs. Clearaccount, however, that although the servants of course take the money, they by no means consider it compensation for their ill treatment (II). And even this bribery falls by the wayside in the next act, when, as a newly-created baron, Young Wou'dbe smugly observes that he now gets all the attention he wants in return for nothing at all: "Such a Croud of Attendance for the cheap Reward of Words and Promises distinguishes Nobility from those that pay Wages to their Servants" (III, p. 28). Morally deficient masters such as these three naturally spawn deficient servants: Gripe, Sir Frederick, and Young Wou'dbe have only themselves to blame for their servants' disloyalty and treachery.

But the balance is also upset when the servant becomes, not necessarily a tyrant, but a master--the actual master of the nominal master. For example, Lucy, Melinda's maid in Farquhar's Recruiting Officer, implies the superior position of all the ladies' maids who accept smuggled Flanders lace from ardent young soldiers in return for arranging assignations for those soldiers with their mistresses: they "only barter one sort of prohibited Goods for another" (III, p. 33). It is the maids who are contractual agents here, not the mistresses; the mistresses become

the contractual objects sold to the soldiers and are therefore relegated to a position inferior to that of their own servants. Similarly, Parly, Lady Lurewell's maid in Farquhar's Sir Harry Wildair, tells her lady's new husband, "I'm the Mistress, not She. . . . Yes, I know all her Secrets; and let her offer to turn me off if she dares" (I, p. 6). This reversed rhetoric continues in the same act when Dicky, Sir Harry's new man, says of his old master (Clincher Jr. in Farquhar's Constant Couple), "Oh! hang him, he was a Blockhead, and I turn'd him off, I turn'd Him away" (I, p. 8). By usurping the role of master, such servants undermine their own identities, dependent as these identities are upon the existence of others' identities as true masters.

These reversed master-servant relationships take on an added complexity when domestic service is only a camouflage. For instance, Guivarro and Alvares in Orrery's Guzman, reduced to penury by their father's extravagances, are forced to act as servants to men who are their social peers, not their social superiors. As such, they "Command their [masters'] Purses" and repeatedly demonstrate their own intellectual superiority (I, p. 2). Similarly, the final act of Newcastle's and Dryden's Sir Martin Mar-all reveals the supposed servant Warner as a gentleman, kin to nobility, who asserts that even in his capacity as

nominal servant to Sir Martin, he has always been the superior: "I have been a Master" (V, p. 69). Contractual balance is upset when real servants usurp the role of master, but it is restored when false servants regain their rightful social and legal status, publicly acknowledging their supremacy over their former "masters."

Like commercial relationships, familial relationships need the qualification of personal contract in order to be moral rather than amoral. Without such a contract, "Am I my brother's keeper?" echoes throughout the comedies, providing a glib rationalization for irresponsible fraternal behavior. For instance, the lawyer Bartoline in Crowne's City Politiques lets his own brother hang for murder because this brother paid him only ten pounds to defend while the plaintiff paid him twice that amount to prosecute (III). Sir Novelty Fashion in Vanbrugh's Relapse refuses to pay his younger brother a much-needed annuity because he would rather use the money to buy himself a baronetcy (I). And Farquhar shows us a pair of villainous brothers: Clincher Sr. in The Constant Couple refuses his worthy but penniless younger brother any support whatsoever (II), while the repulsive Young Wou'dbe in The Twin-Rivals tries to steal not only his elder brother's estate, but also his fiancée (I, III). Sophistically justifying his treachery, Young Wou'dbe

informs us that his brother dislikes him anyway, for the "very odd reason" that his dislike is heartily reciprocated by Young Wou'dbe (I). "My Brother!" he exclaims. "What is Brother? We are all so; and the first two were Enemies" (II, p. 27). Such "brothers"--brothers only biologically--demonstrate through their contempt for the responsibilities and loyalties of true brotherhood, an incapacity to understand the benefits, not only to others, but to themselves as well, of private contract.

But sisters lacking private contracts with their brothers generally fare just as badly as do the brothers of Bartoline, Sir Novelty, Clincher Sr., and Young Wou'dbe. Theodore in Otway's Atheist, for instance, tries to lock up his sister to prevent her spoiling "a good Breed" after she has contracted herself to Beaugard as a shield against her brother's violence: "for I dread my Brother's Fury, Ev'n worse than Matrimony. Here, Sir, I yield my self Up yours for ever" (V, p. 59; IV, p. 52). Similarly, in Behn's Dutch Lover, we hear Alonzo explain that he and Marcel have "contracted such a Friendship, that without other Consideration he promis'd me Hippolyta, for that's his Sister's name" (I, p. 3)--this despite the fact that Hippolyta loves another and has never met or even heard of Alonzo until after her brother makes this promise to him. Ironically, Marcel is punished for this presumption by

being himself forced to marry a woman he does not love: "Against my will I must [marry Flavia]" (V, p. 82). Perhaps the most infamous of these domineering brothers in Restoration comedy is Pinchwife in Wycherley's Country-Wife, who abuses his position as brother as much as he does that of husband. When Hallett asserts that Pinchwife's sister, Alithea, is morally correct in initially adhering to her contract with Sparkish, whom she neither loves nor respects, he fails to consider that this contract is Pinchwife's doing, not Alithea's: Pinchwife, in essence, trades Alithea to Sparkish in return for the advantage of having Sparkish's fortune in the family (p. 390). But when Margery Pinchwife leads her husband to believe that Alithea loves Horner, Pinchwife is quite willing to break Sparkish's contract in order to marry Alithea to Horner and thus create an incest taboo between Horner and Margery: "I'd rather be of kin to him by the name of Brother-in-law, than that of Cuckold." By creating a legal relationship between Horner and Margery, Pinchwife believes he can be sure that Horner "won't care for her" any more (V, pp. 81-82)--a telling comment on Pinchwife's own view of marriage. To Pinchwife, Alithea is less than sister, even less than human: she is merely a valuable commodity he can trade to Sparkish for money or to Horner for peace of mind.

"Fathers and societies give to sons and subjects far more than a merely material basis for life; and it is

precisely because the social contract has thus more important implications than that of merely preserving property that it cannot be left to the mercy of royal or paternal whimsy." So Myers explains why Sir Sampson in Congreve's Love for Love is morally obliged to provide his son Valentine with support, why his reluctance to do so constitutes social delinquency (p. 80). Restoration comedy teems with parents who, like Sir Sampson, fail to understand the social--and therefore the personal--necessity of treating one's adult children as people, not possessions. To be sure, the children have obligations to their parents: Fleetwood's treatise, for instance, asserts that children are justified in disobeying their parents' orders only if those orders countermand those of king or God (pp. 35-38). And, of course, the "disposal of Chidren by Parents [in marriage], is not only a matter reasonable and fair, and approv'd by wise and good Men among them, and strengthen'd by custom uncontroll'd and immemorial, but it pass'd into Laws and Statutes" (p. 41)--a practice not to be balked by children. But this rule applies to the children's first marriages only, none subsequent (p. 51), despite paternal or fraternal attempts in several of the comedies to engineer second marriages as well as first, as in Otway's Atheist. Furthermore, the seventeenth-century parent is, as Fleetwood points out, duty-bound to give his child support

commensurate with that child's education and social position since these are, naturally, more the handiwork of the parent than of the child (p. 127). Beyond a child's plotting a parent's death or exhibiting an "immoral" or a "vicious" character, no justifications exist for the disinheriting of a child (Discourse 6). So if, like Sir Sampson, a parent "provide not for his own," that parent is "worse than an Infidel" (Timothy 5:8; Fleetwood, p. 113). And parents are furthermore scripturally enjoined not to "provoke their Children to Wrath" (Ephesians 6:4; Fleetwood, p. 89), an injunction that parents in Restoration comedy ignore with predictable regularity.

So we see that Smuggler in Farquhar's Constant Couple is rather in the minority when he justifiably disinherits his villainous nephew Vizard (V). More commonly, threats or acts of disinheriting are unjustifiable attempts to browbeat grown children into submitting to their parents' wills. Palamede in Dryden's Marriage-A-la-Mode, for instance, explains to Rhodophil the circumstances of his betrothal thus: "My old man . . . has agreed with another old man, as rich and as covetous as himself; the Articles are drawn, and I have given my consent, for fear of being disinherited; and yet know not what kind of woman I am to marry. . . . but obey I will, and must" (I, p. 5). As it happens, Palamede's fate turns out to be a fairly

agreeable one, but not all children are so rewarded for their submission. For example, Learcut's refusal in the anonymous Mistaken Husband to give his daughter her rightful legacy causes a permanent rift between her and her beloved husband as well as an illegal and undesirable second marriage between her and the scoundrel Hazard (I, IV). And when Lord Plotwell in Behn's Town-Fopp threatens to disinherit Bellmour unless he marries Lord Plotwell's choice, Diana ("Sirrah, you are my Slave," II, p. 21), Bellmour must unlawfully violate his precontract with Celinda in order to take possession of his rightful estate, thus occasioning a great deal of unhappiness for Celinda, for Diana (who learns soon enough that Bellmour does not love her), and for himself. He realizes full well that, despite Diana's love for him, his marriage to her is legal and moral "Perjury" (II, III).

But the disinheriting ploy fails more often than it succeeds, and the failure frequently teaches a hard-hearted parent a hard-headed lesson. Sir Edward Hartford in Shadwell's Lancashire-Witches, for instance, attempts to force both son and daughter to marry as he directs in order to "restore the breed . . . strengthen and advance [the] Family" (I, p. 5) and backs up his command with threats of dispossession. But he is ultimately thwarted by both children, who understand the true significance of Chaplain

Smerk's "Marriage is not an Ordinance made by Parents, But from above deriv'd" (II, p. 16), even if Smerk himself does not. Similarly, Young Bellair and Emilia in Etherege's Man of Mode finally marry without Old Bellair's consent or knowledge, a fitting return for Old Bellair's earlier admonition that his son must "resolve to be obedient to his Will [in marrying Harriet, who neither loves nor is loved by Young Bellair], or expect to Be disinherited" (IV; I, p. 15). In the same fashion is Sir Timothy in Orrery's Mr. Anthony (1690) foiled for his unjust threats of disinheriting when his son and nephew cheat him out of a sum of money equal to their forfeited estates (V). Parents (or uncles acting in loco parentis) such as these fail to understand that disinheriting cannot be justified by whimsy or pique: as a voiding of the natural (divinely sanctioned) parent-child contract, disinheriting is socially permissible only when children prove unworthy of that contract. In the absence of such proof, the parent who deprives his child of that child's lawful right to inherit (or who threatens to do so) is himself committing an unwarrantable breach of contract.

Parents in Restoration comedy generally reserve simple threats of disinheriting for their sons. For their daughters, they frequently also resort to a more primitive means of pressure: confinement. Martha in Wycherley's

Love in a Wood (I), Porcia in Otway's Atheist (II), and Leonora in Crowne's Sir Courtly Nice (I) are just a few of the many ladies whose guardians attempt to use imprisonment as a means of forcing women to marry for the financial or social advantage of their families, even though the women themselves may find such marriages distasteful. Threats of unjust financial deprivation often accompany confinement, confronting the oppressed women with a double dose of contract subversion. For instance, Laura and Violetta in Dryden's Assignment must, according to the terms of their father's will, obtain their uncle's consent to their marriages, or else they will lose their fortunes. But their uncle, "under pretence of not finding fit Matches for them, denies his consent to all who love 'em." The women are "mew'd like Hawks . . . lock'd in like nuns" to gratify their uncle's wish to control their estates as long as he can (I, pp. 4, 7). Likewise, Belliza in Shadwell's Amorous Bigottee confines both her daughter--"I'll take care, your Jewel shall be a Prisoner in my Closet" (II, p. 12)--and her niece, intending to force the latter into a convent in order to gain legal possession of the niece's fortune since nuns were not allowed to own property in the seventeenth century (III, p. 20). And Sir Nicholas Gimcrack in Shadwell's Virtuoso threatens to refuse his nieces any part of their fortunes if they do not submit meekly to their imprisonment (I).

Confinement by one's parents or other legal guardians raises an important ethical question, a question thoughtfully addressed in Rhodes's Flora's Vagaries. Grimani's confined daughter, Otrante, and his confined niece, Flora, argue the issue at length: does parental oppression justify filial rebellion? Children are, after all, scripturally and legally enjoined to obey their parents, as Otrante reminds her cousin. But Flora impatiently accuses Otrante of hair-splitting ("You raise more objections than an English teacher"), pointing out that Grimini's failure to discharge his duty according to contractual principles absolves them of their filial obligation to accept the confinement (I, p. 2). And, given the fate of most parents in Restoration comedy who attempt thus to compel rather than to merit their daughters' obedience, we must agree with her: Francisco in Behn's False Count and Don Diego in Wycherley's Gentleman Dancing-Master simply hasten their own downfalls when they lock up their charges. As Gerrard tells Don Diego, "Well, old Formality, if you had not kept up your Daughter, I am sure I had never cheated you of her" (III, p. 55). Confinement of daughters is not only a violation of contract in its unwarranted physical constraint of a capable contractual agent, it is also a violation of the familial bond, a bond of trust, between parents and children. These violations can only result in

acts born of desperation--a form of mental coercion--for the daughters:

Our Parents who restrain our Liberty,
But take the course to make us sooner free,
Though all we gain be but new slavery;
We leave our Fathers, and to Husbands fly.
(Gentleman Dancing-Master, II, p. 37)

The women's submission in such cases generally earns punishment for both parents and daughters, those who coerce and those who allow themselves to be coerced. The parents groan, "Wou'd I had never married her to this Sott" (Behn, False Count, I, p. 8); the daughters moan, "Oh, how fatal are forc'd Marriages! How many Ruines one such Match pulls on--" (Behn, Lucky Chance, I, p. 8). But very few daughters do submit. Most, on the contrary, feel with Lady Galliard in Behn's City-Heiress that "natural contradiction" automatically prevents them from accepting any suitors their parents choose (II, p. 19). After all, a husband is a very visible appurtenance, the selection of which is too important to be left to the whims of the parents: "I will no more take my Fathers choice of a Husband, than I would in a Gown or a Suit of Knots" (Wycherley, Gentleman Dancing-Master, I, p. 2). Or, more seriously, neither husband nor wife should be treated as an appurtenance, as a nonentity, as merchandise--a principle many parents fail to understand until their rebellious daughters teach

them a lesson. In Shadwell's Sullen Lovers, for instance, Roger's calculated slander of Emilia's reputation to the man her father wants her to marry causes the proposal to be withdrawn, Emilia's father to be foiled, and Roger and Emilia to rejoice in the success of their plot (V). Similarly, Constance and Isabella in Dryden's Wild Gallant trick Lord Nonsuch, Constance's father, into believing Constance is pregnant, thereby prompting him to quickly marry her off to the man of Constance's choice rather than to the man of his own choice (IV). Philadelphia in Shadwell's Bury-Fair uses a more straightforward method of defiance: she runs away from home "the night before he [her father] was to have Marry'd her to a fine Bury Gentleman. . . . but she has sent a Letter, to let him know, that she will not be forc'd to Marry: And for that end, she will not appear till the day after she's at Age to dispose of her self; and that then she will; and is in the mean time safe, beyond his enquiry" (I, p. 8). The lesson, of course, is that daughters are not chattels to be "paid down by a covetous Parent for a purchase" (Etherege, Man of Mode, III, p. 33), and the parent who fails to treat his daughter as a free-willed agent--or the daughter who fails to behave as one--blurs the distinction between property and people.

Even worse than those parents who assume ownership of their children are those who attempt to transfer that

supposed ownership to another, those who would sell their offspring for money--daughters, of course, being a more marketable commodity than sons. For instance, Bonniface in Farquhar's Beaux Stratagem suggests to his daughter, Cherry, that she ply Archer with sex to find out if he really is a highwayman, trade her "Secret for his." "Consider, child," he says, "there's Two hundred Pound to Boot," referring to Archer's money, which is entrusted to Bonniface (I, p. 9). More adamant is Lady Busy in Shadwell's True Widow, who, on behalf of Isabella's mother, urges Isabella to become Bellamore's mistress in return for his generous allowance, sophistically arguing, "Obedience [to parents' wishes] is the best Vertue" (II, p. 16). Even more sure of her ownership is the mother of Constantia II in Buckingham's Chances, who peremptorily conveys her daughter to Antonio, "an ugly old fellow" who pays well for her (IV). Needless to say, all these parents ultimately lose, not only the money they hoped to gain in selling their children, but also those children's trust and respect as well--a meet return for their moral delinquency.

Perhaps the most unfit parents of all, however, are not those who treat their children as property: such parents at least retain a sense of the natural subordination of child to parent, even if that sense has been perverted. Perhaps the most unfit parents are those who actually re-

verse the roles of parent and child, those who would destroy their children's identities as children even as they sacrifice their own. Old Sir Rowland in Behn's Younger Brother, for example, plots to marry his son George to old Lady Youthly ("a Sepulcher . . . to bury a Husband in") while he himself marries Lady Youthly's granddaughter, Teresia (I, p. 12). The results of this action would not only be socially ridiculous, but actually threatening to the children's familial identities and therefore to their self-perception: George would become grandfather to both his mistress and his own father (as husband to his father's wife's grandmother) and his own great-grandson (as son to his wife's granddaughter's husband); Teresia would become stepmother to her lover and to herself, and mother-in-law to her own grandmother (as wife to her grandmother's husband's father)--ad infinitum. Though amusing, such complexities would render social exchange impossible since familial status could no longer serve as a guide to behavior: one does not deal with A's mother in the same way that one deals with A's daughter, and if the roles of A's mother and A's daughter are simultaneously imposed on the same person, one will have great difficulty dealing with that person at all. Furthermore, such marriages are expressly forbidden in the Table of Kindred and Affinity in the Book of Common Prayer.

We see an even more sinister attitude towards one's parental role in Beaugard's father in Otway's Atheist. Not satisfied with pressuring his own son to support him (a reversal of the normal parent-child relationship), he finally conspires with others to murder Beaugard in an unfair sword fight: "Now, if my Rebel be run through the Midriff in this business, I am the next Heir at Law, and the two thousand Pounds a year [Beaugard's inheritance from his uncle] is my own, declare" (IV, p. 42). "Beaugard's father" becomes a meaningless phrase if no Beaugard exists: it designates a nonperson. By attempting to eliminate the son who determines his legal and social status as a parent, Beaugard's father repudiates his own identity. The implicit terms of the parent-child contract bind the parent just as surely as they do the child: the parent who tries to exact respect rather than earn it, to force obedience rather than merit it, fails to adhere to the principles which should define his relationship with all other adults, even his own children.

The most important legal relationship in the plays is more explicitly contractual than any other. Though not true in countries more consistently loyal to Rome, marriage in England has generally been considered primarily a civil contract and only secondarily a sacrament. Lord Hardwicke's Marriage Act of 1754 outlawed clandestine marriages, mar-

riages based on civil contract alone, and annulments based on precontract, but its effect on these firmly-entrenched practices was hardly immediate: in some rural areas of Great Britain, marriage by contract did not really die until the early 1900's. So we see that an ecclesiastical blessing on a marriage was a luxury, not a necessity, during the seventeenth century. The necessity was the contract itself, recognized by the law in two forms: de futuro and de praesenti.³

Spousals *de futuro* occurred when a man and a woman agreed to marry by saying, "I will take you for spouse" or something similar using a verb that implied the beginning of the marriage at some time in the future. This agreement constituted a legal contract to marry, dissoluble only by mutual consent. If, however, a spousal *de futuro* was followed by sexual intercourse, canon law perceived the relationship as a consummated marriage, irregular but valid, and therefore indissoluble. Spousals *de praesenti*, on the other hand, occurred when a man and woman agreed to marry by saying, "I will have you for spouse" or something similar using a verb that implied the beginning of the marriage at the present moment (the logic being that a man cannot

³Alleman, pp. 5-14; Keith Thomas, "Women and the Civil War Sects," Past and Present, 13 (1958), 44-52; R. H. Helmholz, Marriage Litigation in Medieval England (London: Cambridge Univ. Press, 1974), pp. 25-55.

"have" a wife unless he has first "taken" her). This agreement, whether or not followed by sexual intercourse, constituted not the betrothal, but the marriage itself, valid in the eyes of both society and the law, the children of which were as legitimate as any other. Either ceremony demanded only that the mutual consent, whether explicit (in an exchange of words) or implicit (in an exchange of tokens or kisses), be witnessed by one or two other adults.⁴

Naturally, there were other requirements. As with all other contracts, marriage as a result of mistake, fraud, undue influence, or duress was invalid (James, p. 108), although many comic playwrights conveniently ignore this fact when they need to produce a punishment in kind for morally unfit characters like Sir Positive At-all in Shadwell's Sullen Lovers (who marries a whore thinking her a woman of quality) and Sir Martin Mar-all in Newcastle's and Dryden's play of the same name (who marries a lady's maid thinking her an heiress). Other invalidating circumstances were physical disability, previous betrothals (precontracts) or marriages, too-close consanguinity, insanity, legal minority (girls under twelve and boys under fourteen could not marry), and, in some cases, lack of parental

⁴The Laws Respecting Women (1777; rpt. New York: Oceana, 1974), pp. 26, 37, 140; A Treatise of Feme Coverts, pp. 25-30, 129; Staves, p. 156; Paul Hair, ed., Before the Bawdy Court (New York: Barnes and Noble, 1972), pp. 239-42.

consent, although the necessity for such consent was waived if the children were "emancipated, or out of the parents power" (Blackstone, pp. 433-43). But these requirements applied to all marriages, whether or not solemnized by the church. So when Millamant in Congreve's Way of the World says to Mirabell in front of Mrs. Fainall, "I'll have you," and he kisses her hand "upon the Contract" (IV, pp. 59-60), they are not simply indulging in legalistic banter, as some critics believe (see Introduction, nn. 2-5). They are performing a spousal de praesenti, and at the end of the scene, they are as legitimately married as if the Archbishop of Canterbury himself had performed the ceremony.

But that they are legally married is less important, both to them and to us, than that they are satisfied with the terms of their relationship, and in this they are more fortunate than most of their comic compeers. Critic after critic has pointed out the numerous marital failures of Restoration comedy, failures manifesting themselves in unhappiness and anger and fear, failures questionably resolving themselves only in annulment or separation or divorce. A few critics argue that the playwrights damn marriage as a whole,⁵ but others agree (though without

⁵For instance, Sujit Mukherjee, "Marriage as a Punishment in the Plays of Wycherley," Review of English Literature, 7, No. 4 (1966), 61-64.

using the language of contract) that the playwrights damn marriage only when it is born of fraud, undue influence, or duress.⁶ And most of the plays support the latter thesis by metaphorically metamorphosing this relationship into prostitution (Wycherley, Gentleman Dancing-Master, I, p. 3), into slavery (Behn, Second Part of the Rover, III, p. 31), and even into murder: "What is [a wife], but a law-ful kind of Manslaughter? every little hugg in bed, is a degree of murdering thee" (Dryden, Wild Gallant, I, p. 6).

Marital embraces, if not often murderous in Restoration comedy, do often constitute a mockery of the divine purpose of marriage: procreation. The seventeenth century perceived marriage as somehow not quite genuine unless validated by the existence of children: "For the end of Marriage being the ascertaining of the Issue, and the Contract itself being a mutual transferring the Right to Another's Person, in order to that End; the breaking this Contract and destroying the End of Marriage does very naturally infer the Dissolution of the Bond." So asserts one of the Restoration's most famous theologians, Bishop

⁶For instance, Borkat, pp. 121-31; Hume, "Marital Discord," pp. 248-72; Hume, "The Myth of the Rake," p. 25-55; Paul and Miriam Mueschke, A New View of Congreve's Way of the World (Ann Arbor: Univ. of Michigan Press, 1958), p. 10; Robert L. Root, Jr., "Aphra Behn, Arranged Marriage, and Restoration Comedy," Women and Literature, 5, No. 1 (1977), 3-14; P. F. Vernon, "Marriage of Convenience and the Moral Code of Restoration Comedy," Essays in Criticism, 12 (1962), 370-87.

Gilbert Burnet,⁷ and contemporary legal theorists agreed with him, ordaining that "any corporal infirmity which frustrates the end and design of matrimony . . . renders a marriage void."⁸ Fondlewife in Congreve's Old Batchelour, then, violates not only his contract with his wife, but also his contracts with society and with God when his "obstinate and doating" appetite for the "beautiful and tempting" Laetitia prevents him from admitting his impotence before the marriage takes place (IV, p. 30). Similarly, Crowne's City Politiques gives us ample evidence that both Bartoline and the podesta are impotent and therefore fully deserving of their young wives' rebellion. As Florio says to the podesta, "she [Rosaura] is a true Whig, and has revolted from you, because you did not pay her nightly Pension well" (V, p. 73).

But marital subjugation in the comedies generally assumes more overt forms, forms no less excusable than those assumed by nonmarital subjugation. Practice notwithstanding, seventeenth-century theories concerning equality in marriage often showed themselves fully as "modern" as anything espoused a century later by Mary Wollstonecraft.

⁷An Exposition of the Thirty-Nine Articles of the Church of England (1699), quoted in Staves, p. 116.

⁸The Laws Respecting Women, p. 26. See also A Treatise of Feme Coverts, p. 25.

Locke, for instance, says "God . . . gives not, that I see, any Authority to Adam over Eve, or to Men over their Wives" under the terms of the "voluntary Compact" that society calls marriage (p. 192). Francisco's confinement of his wife in Behn's False Count, therefore, and his assertions that she is his "slave," his "Commodities," his "property," his "Lumber," his "Goods and Chattels" reveal, just as much as his confinement of her, an antediluvian attitude richly deserving of its punishment in kind: he is made to believe himself enslaved during the feigned kidnapping episode (I, p. 9; IV, pp. 42, 45-47; V, p. 63). Similarly, Fribble in Shadwell's Epsom-Wells, believing a husband master of both himself and his wife, justifies beating Mrs. Fribble because "the Law allows [him] to give [his] Wife due correction." Ironically, when Bisket tries to intercede in the domestic fracas, Fribble accuses him of "parting man and wife." Bisket replies, "Nay then, whom Heav'n has joyn'd I will not put asunder" (II, p. 27; IV, p. 72). And Shadwell, an equal-opportunity satirist, offers us Fribble's female counterpart in Mrs. Bisket, a domineering shrew, who, while piously asserting that a wife is her husband's "own flesh, . . . own rib," mortifies her husband's spirit unmercifully (I, p. 27). Shadwell continues the attack on tyrannical spouses in his Woman-Captain, in which Gripe not only confines his young wife, but "at Night

he sows his Shirt and her Smock together, that upon any violent motion the twitch may wake him: There's a Horn-preventing Design" (I, p. 6). Mrs. Gripe's repeated attempts to deal openly with this despot all fail, and she herself must finally resort to trickery and force to escape a man who believes he is within his rights even to murder her if he so chooses (V).

When Ben in Congreve's Love for Love compares marriage to being "in the Bilboes [leg irons]" (III, p. 42) or Rains and Bevil in Shadwell's Epsom-Wells call it "the worst of Prisons . . . that Ecclesiastical Mousetrap" (I, p. 14), when Craffy in Crowne's City Politiques asserts that marriage vows are but "Church-Mouth-Glue" (II, p. 14) or Horner in Wycherley's Country-Wife compares them to "a Penitent Gamesters Oath" (I, p. 13), we are amused as we are generally amused by pithy figurative observations offered by ironic bystanders: these characters are unmarried. But disparaging observations on marriage assume an uncomfortable authority when they are offered by characters who are themselves married; we no longer hear ironic bystanders, but disillusioned participants. There is no more disconcerting song in all of Restoration comedy than that of Doralice in Dryden's Marriage-A-la-Mode:

Why should a foolish Marriage Vow
Which long ago was made,
Oblige us to each other now
When Passion is decay'd?

We lov'd and we lov'd, and long as we cou'd,
 Till our love was lov'd out in us both:
 But our Marriage is dead, when the Pleasure is fled:
 'Twas Pleasure first made it an Oath. (I, p. 1)

There is no more desperate soliloquy than that of Colonel Standard in Farquhar's Sir Harry Wildair: "If your Wife has wrong'd ye, pack her off. Ay, but how? The Gospel drives the Matrimonial nail, and the Law clinches it so very hard, that to draw it again wou'd tear the Work to pieces" (I, p. 4). There is no more graphic description of conjugal living than that offered by Mrs. Sullen in Farquhar's Beaux Statagem: "he comes flounce into Bed, dead as a Salmon in a Fishmonger's Basket; his Feet cold as Ice, his Breath hot as a Furnace, and his Hands and his Face as greasy as his Flanel Night-Cap.--Oh Matrimony! . . . my whole Night's Comfort is the tuneable Serenade of that Wakeful Nightingale, his Nose" (II, p. 12). And there is no sadder sophistry than that of Lady Brute in Vanbrugh's Provok'd Wife: "What opposes [my taking a lover]?--My Matrimonial Vow?--Why, what did I Vow: I think I promis'd to be true to my Husband. Well; and he promis'd to be kind to me. But he han't kept his Word--Why then I'm absolved from mine--ay, that seems clear to me. The Argument's good between the King and the People, why not between the Husband and the Wife? O, but that Condition was not express--No matter, 'twas understood" (I, p. 3).

Of course, such characters do not always stay disillusioned: Doralice, for example, experiences a change of heart; Colonel Standard, despite his fears, finds he is no cuckold. In these cases, then, the condemnation of marriage seems to result from a temporary error in judgment on the characters' part, an error we can easily perceive and repudiate. But when we can perceive no such error, when the resolution of the play itself testifies to a moral shortcoming in a marriage--then we are once more forced to admit the enormous distinction between marriage as a legal contract and marriage as a private contract.

Dryden's Kind Keeper, for instance, resolves itself in three marriages and a marital reconciliation, a not unusual comic resolution. But these marriages are disturbing to us, uniting as they do an impotent lecher with a whore, a gull with a cuckolding wife, a rutting blackmailer with a shart-tongued termagant, and two oily hypocrites with each other. These marriages are travesties of the contractual ideal--and yet they are the only marriages in the play. And other plays display equally black resolutions. Sir Davy Dunce in Otway's Souldiers Fortune bestows a "blessing" on the last-act marriage of Sylvia and Courtine: "And may she [Sylvia] prove as true--as mine [Lady Dunce] to me" (V, p. 70), a "blessing" ironic because Lady Dunce and her lover have blackmailed Sir Davy into unwilling wit-

tolry. The "blessing" does indeed portend ominously for the happiness of Sylvia and Courtine, who, in Otway's sequel, The Atheist, find their marriage a "damnation," a "Bane, and a ruine . . . for ever" (II, p. 13; V, p. 28). After their final quarrel in the last act, Sylvia storms off the stage leaving Courtine to wish loudly that their separation would last forever. Indeed, such a separation is the fate of the Friendalls in Thomas Southerne's Wives Excuse (1692): husband and wife agree to part after the whole company of characters discovers Friendall and Mrs. Wittwoud in flagrante delicto. But despite her own virtuous conduct and a separate maintenance, Mrs. Friendall still suffers legal and social bondage: "I must still be your Wife, and still unhappy" (V, p. 54). To satisfy society and the law, a marriage contract must be legal. But to satisfy husband and wife, that contract must also be private. Legal marriage unaccompanied by private contract too frequently perpetuates rather than resolves conflict. An unhappy marriage, a marriage lacking personal commitment, groans under the weight of legal obligation; a happy marriage, a marriage embracing personal commitment, is spared this pain. As the titular hero of Farquhar's Sir Harry Wildair says of his own relationship with his beloved wife, "we never felt the Yoak of Matrimony, because our Inclinations made us One; a Power superior to the Forms of

Wedlock, The Marriage-Torch had lost its weaker Light in the bright Flame of mutual Love that join'd our Hearts before" (IV, p. 33).

In life, law has never pretended to be one with morality. It perceives relationships merely as legal and illegal, not as "good" and "bad." But the Manichean world view of much Western literature impatiently rejects this disinterestedness, deeming moral neutrality immoral, and so the law in literature has more frequently been an ass than not. Indeed, legal relationships, based as they often are on "imperium and subjugation" (Althusius, p. 15), frequently prove anathema to private contracts, based as they are on equality. And since comedy, like death, is a great leveler, it invariably sides with private contract against legal contract whenever the conflict recommences. Wheedled by dramatic sophistry, we delight in the victory of the individual over his legal tyrant: we would be greatly disappointed if Millamant in Congreve's Way of the World meekly conceded to that law (manifested in the terms of her uncle's will) attempting to blackmail her into marrying only with her aunt's knowledge and consent (V). To be sure, the law in Restoration comedy is not always an ass. When it admits of private contract as a qualification of legal contract, then it redeems itself, allowing for the synthesis of man's law and God's, a restoration of the cov-

enant. Then, and only then, does it resume its worthy function of insuring "the good of those for whom it was made" (Farquhar, The Beaux Stratagem, V, p. 56)--the very aim of private contract.

CONTRACT: "I'LL HAVE YOU"
--The Way of the World, IV, p.60

Repudiation of duress, undue influence, and fraud; respect for the identities and personal contracts of one-self and of others--these are the signs of a morally well-balanced character in Restoration comedy, one who is neither perversely isolationist nor unthinkingly gregarious, one who refuses to cultivate his individuality at the expense of his social responsibility or vice-versa. Many characters, of course, never achieve this balance: they blunder through five acts oblivious to the life civilized men and women can enjoy if only they behave as civilized men and women. A few of the comedies end with even their major characters thus oblivious, with no real contracts established, and we as readers are left with an unpleasant taste in our bourgeois mouths. We raise an eyebrow to the final arrangements in Behn's Second Part of the Rover: Willmore and La Nuche strike "a [sexual] Bargain . . . without the formal foppery of Marriage" (she will not charge him and he will service her--though she may charge others and he may also service others, apparently), while Ariadne and Beaumont, though they do not love each other, marry out of anger at Willmore and La Nuche (V, pp. 81, 85). We

similarly question the resolutions of Farquhar's Inconstant: Young Mirabel is finally frightened into acknowledging his contract--and fright does appear to be the incentive, notwithstanding his sententious split-second "reformation"--while Duretete agrees to marry Bizarre solely "for the privilege of beating [her]" (V, pp. 76-77). And we observe grimly that Thomas Otway's Atheist allows only its pseudocontracts (Porcia's with Beaugard, Beaugard's with his father), both products of duress, to stand in the final act, while its sole real contract, the marriage of Sylvia and Courtine, dies a horrible death. That these comedies end in irresolution is not necessarily a bad thing: they mirror our irresolute society, a society fallen from grace and therefore lacking moral direction. But most comedies go a step further. They attempt to show us a path out of irresolution, a path frequently narrow and thorny, but a path nevertheless: contract.

Real contract can manifest itself in business deals, short- or long-term, the exchange of action for money or goods. Finally graduating from disguise and sexual bribery to true contract, Truman and Belfond Jr. in Shadwell's Squire of Alsatia, for example, buy the assistance of the governess of the women they want to marry: "Take this Writing with thee; which is a Bond from us, to make good our Agreement with thee," and she answers, "'Tis

well, and still I doubt not to perform my part" (V, p. 73). Similarly, Standard in Farquhar's Sir Harry Wildair contracts with Parly: "Come, Girl, you shall be my Pensioner; you shall have a glorious Revenue; for every Guinea that you get for keeping of a Secret, I'll give you two for revealing it," and the two exchange consideration--she a secret, he five guineas--to seal the bargain (I, p. 6). And surely the most forthright business contractor in Restoration comedy must be Crack, the "arch Blade" of Crowne's Sir Courtly Nice, who accepts his commission as the savior of a confined lady by telling that lady's lover, "I'll do't--The Lady's yours.--Give me some Mony" (and later, "Give me some more Mony"). Lover and savior possess the required identities, agree on the course of action for both, and exchange consideration: their relationship is contractually--morally--faultless, a good example of the synthesis of legal and private contract.

Similar syntheses show themselves also in less transient legal relationships. One such relationship, a master-servant contract, occurs in Sir Robert Howard's Committee, in which Colonel Carelesse says to Teg, "Come, thou shalt live with me; love me As thou didst thy master [Carelesse's dead friend]." Teg replies, "That I will i'faith, if thou woulds't be good too" (I, p. 77). The exchange of "good" for "love" shows this contract transcend-

ing the merely legal, assuming significance as a symbol of the voluntary bonding of men for both social and individual benefit. And because Carelesse is indeed "good," Teg's "i'faith" proves no vain oath: each serves the other loyally. Likewise, the six brothers and sisters of Orrery's Guzman agree on and adhere to explicit rules for behavior in their communal quest for good marriages, qualifying their legal relationship with a personal contract. Though their goal is a successful plot, none of them ever attempts to establish permanent superiority for himself, either over his siblings or over those the siblings wish to marry. In fact, their peculiar contract ultimately benefits the victims as much as it does the plotters:

Leonora: O Heavens! are we Cheated then?

Francisco: Finely Cheated, since 'tis into good Husbands: For such by all that's good, you shall still find us; you wanted Honest Proper Men, and we wanted Rich and Handsome Wives; Consider then, what in all Conscience could both Parties desire better than what my Astrology has brought about.

Leonora: To speak the truth, there's nothing troubles me, but that I should be defrauded into what I like.

Francisco: Those Wives are happy that are not Defrauded after they are Married.

Pastrana: And did you join in this Conspiracy?

Guivarro: Join in it? Yes, my pretty half of my self, and contriv'd my part of it too.

Antonia: I thought I had taken him to whom my Stars design'd me.

Alvares: Thou hast done better, pretty Flesh of
 my flesh, thou hast taken him that Heaven design'd
 for thee, for their [sic] Marriages thou knowest
 are made: Stars, are wandering things, ne'er mind
 'em.

(V, p. 48)

Alvares is essentially pointing out that though man's finite understanding constantly searches for ways to reduce God's law to the level of his own by codifying it in terms of isolated facts ("stars," Francisco's system for this reduction being astrology), the ultimate cause of and plan for those facts ("Heaven") is beyond man's comprehension: what seems a product of man's will is really a product of God's. Learcut's discovery in the anonymous Mistaken Husband that, after he finally learns the value of private contract with his daughter, he is "Restor'd" from "muck-worm" to "man" promises more than Learcut's social salvation: it promises his spiritual salvation as well (V, p. 59).

Friends, like family members, are implicitly bound to each other, frequently demonstrating contractual awareness, moral understanding, independently of actual contract: that is, their language or behavior indicates a repudiation of undue influence, duress, and fraud. Sir Wilfull in Congreve's Way of the World, for instance, says, "I am somewhat dainty in making a Resolution,-- because when I make it I keep it. I don't stand shill I, shall I, then; if I say't I'll do't" (III, p. 47), thus proving himself quite worthy of Mirabell's faith. Similar-

ly, Wildish in Shadwell's Bury-Fair shows in several instances his own newborn contractual conscientiousness: unlike his rival for Gertrude, who has "agreed upon Articles with her Father" (i.e., who accedes to the idea that woman is property), Wildish is "endeavoring to agree upon Articles with her: which is a shorter way," not to mention the only ethical way (IV, p. 44). He also tries to abort a fraudulent courtship (which he himself engineered before his contractual consciousness was raised): "I must take off this Rogue [the suitor, an imposter], my Honour may be question'd: for, tho I hate the Affected Creature [the woman], I wou'd not have this go on to a Marriage, or a contract" (IV, p. 45). And Lodovico in Rhodes's Flora's Vagaries demonstrates as early as Act I his own contractual receptivity: he keeps his word to help Francisco abduct Otrante until he realizes that Francisco forces her against her will. He then defends her against Francisco's constraint, though he cannot stay long with her, for he has promised to meet friends: "I must not break my word with them" (I, p. 12). This consistency previews his later private contract with Otrante, a contract recognizing the moral strength which has throughout the play enabled him to resist social pressures encouraging him to act against what he knows to be right.

Still, friends of all sorts in Restoration comedy do often seal their relationships with explicit contracts.

Women, for instance, who individually are especially vulnerable to social and legal pressures, frequently combine forces by promising to "love and assist one another" in battle against a common enemy, as do Ruth and Arbella in Sir Robert Howard's Committee (I, p. 83). Etherege in She Wou'd if She Cou'd contrasts one such female relationship, an explicitly contractual one between Ariana and Gatty, with the tacit friendship of Courtall and Freeman. Throughout the play, the women work together according to their promises to be "mighty honest" with each other, whereas the men's friendship hits a last-act snag resulting directly from their failure to be as open with each other as the women are (I, p. 14; V). Hackwell Jr. and Welford in Shadwell's Volunteers set a better example, as do Clara and Eugenia in the same play, with both the men and the women explicitly declaring their intentions to trust and serve each other and with both adhering to this promise (II, p. 16; III, p. 30). Aimwell in Farquhar's Beaux Stratagem honors his explicit contract of friendship by transferring his new bride's dowry to Archer, a resolution meeting the terms of the contract in a matter more ethically satisfying than either man could have hoped for a few acts previous (V). Contractual friendship can transcend even social inequality, as evidenced by the relationship of Carlos, governor of Cadiz, and Antonio, a merchant, in

Behn's False Count. And it furthermore can conquer the social discouragement of platonic relationships between men and women, as we see in Harriet's and Young Bellair's "Match . . . And no match" in Etherege's Man of Mode (III, p. 33) and in the "League" among Rhodophil, Palamede, Doralice, and Melantha which resolves Dryden's Marriage-A-la-Mode (V, p. 80). These characters have learned that to be a human island in society is to be alarmingly vulnerable, that friends can be valuable allies in the battle to maintain a modicum of personal power in a society which, because of its necessary emphasis on collective strength, in many ways encourages individual impotence.

The most important social alliance is, however, sanctioned by both legal contract and private contract: marriage. Women, says Horner in Wycherley's Country-Wife, "are like Souldiers made constant and loyal by good pay," and he therefore advises men to "keep rather than marry" (I, p. 14). But though the analogy may be sound, the advice is not. Horner, his identity degraded into that of a "shadow," a "half man," a "sign of a Man" (I, pp. 7, 9), is incapable of realizing that contractual "pay" between men and women is often emotional as well as physical. One of his creator's critics is more astute: Vernon points out that "the conflict [between prospective marriage partners in Wycherley's Love in a Wood] is resolved when both

partners discover that . . . a private contract can be agreed upon to reduce the inconveniences of marriage to a minimum."¹ This play, of course, is only one of the many Restoration comedies demonstrating this particular resolution of conflict. Any contract is a "marriage" of sorts, albeit sometimes an ephemeral one, in that it sanctions a pattern of behavior unique to the relationship it confirms. And, just as contract is "marriage," marriage is--or should be--contract, for contract alone can guarantee man and woman the parity necessary for a successful physical and spiritual alliance.

But society sometimes faults private contract when it appears to sacrifice physical goods in favor of metaphysical. Therefore, a character must exhibit great strength in resisting the blandishments and threats of society in order to fulfill his individual right to private contract. That social sanction is superfluous to a private contract is verified by the number of characters who earn their rewards by upholding contracts which do not enjoy society's approval, even when doing so proves detrimental, at least initially, to their social interests. Bellmour in Behn's Town-Fopp, for instance, publicly acknowledges as his wife, not the woman his family has forced him to marry, but

¹"Wycherley's First Comedy and Its Spanish Source," Comparative Literature, 18 (1966), 136.

the woman to whom he freely betrothed himself before his marriage. This act alienates his entire family and earns him a name as a madman, though it derives from his recognition of moral and lawful right. Similarly, Farquhar's Constant Couple shows us Colonel Standard and Lady Lurewell each betraying the other for the sake of an old precontract, each in the process wreaking havoc with his own reputation and desire, before the final act reveals that they are indeed betrothed to each other, that the secret midnight contract of twelve years earlier does not cleave them, but rather allows them to cleave. Likewise, when confronted with the accusation that he has violated Petruchio's family's honor by getting Petruchio's sister with child, the Duke in Buckingham's Chances responds with a speech indicating that familial "honor" and social approbation are far less important to him than his own spiritual honor before God:

. . . Now stay you Sir,
 And hear me a little: This Gentleman's
 Sister that you nam'd 'tis true I have long lov'd,
 As true I have enjoy'd her: no less truth
 I have a Child by her. But that she, or he,
 Or any of that Family are tainted,
 Suffer disgrace, or ruine, by my pleasures,
 I wear a Sword to satisfie the World no,
 And him in this Cause when he pleases; for know
 Sir, She is my Wife, contracted before Heaven,
 (Witness I own more tie to than her Brother)
 Nor will I fly from that Name, which long since
 Had had the Churches approbation,
 But for his Jealous Nature. (III, p. 38)

That their marriage lacks the sanction of the church and of their families is unimportant in light of the divine sanction it does enjoy. And Isabella and Theodosia in Shadwell's Lancashire Witches, risking darkness, detection, and dishonor, keep their promise to meet secretly with Bellfort and Doubty at night to marry them, arriving at their destination only after escaping great peril: "You see we are women of words, and women of courage too, that dare venture upon this dreadful business" (IV, p. 59).

Indeed, it requires both men and women "of words" and "of courage" to defend their betrothals in the face of social disapproval, to demand that society recognize their right to exercise free will in this, the most important and perilous personal alliance they will ever build. Those characters who buckle, who allow socially spawned doubt to override their confidence in contract's moral power of self-enforcement, usually lose far more by their mistrust than they gain by their caution, as does Valentine in Wycherley's Love in a Wood. His contract with Christina renders his baseless doubt of her morally wrong, as Vincent implies when he asks, "if both testimonies [Ranger's and Christina's] are fallible; why will you needs believe his?" (IV, p. 66)--especially since Ranger has a reputation as a liar when Christina does not. Valentine's mistrust of Christina engenders her uncertainty of him, and though the

former is conquered by the end of the play, the latter is not. Far better for Valentine to have trusted his contract to protect his interests than to have believed the social cliché of the faithless woman. Elder Wou'dbe in Farquhar's Twin-Rivals fares better: like Valentine, he betrothes himself before going abroad alone; unlike Valentine, he does not insult his contract and his fiancée with groundless suspicion, and his trust earns him a last-act happy marriage.

But the best drama shows rather than tells, and Restoration comedy frequently treats us to exhibitions of marriage agreements in process. For instance, the titular hero of Orrery's Mr. Anthony, finally repudiating his eternal and tiresome practical joking, honestly offers his heart to the plain-dealing Betty, and she readily accepts: "I will give it to you without a power of Revocation; in a word, you shall have the very intail of my Love," this "in-tail" binding her to him forever in the sight of God (V, sig. G1^V). Similarly, Florio and Rosaura in Crowne's City Politiques together "hoise [sic] Sail for the Haven of Love," allowing Florio to "come a Shore on these white cliffs, and plant [his] Heart there for ever" when Rosaura's husband rejects her. Florio further asserts, "you are my wife, and I'll keep you"--by paying her "nightly Pension well," a payment her lawful but impotent husband

failed to make (V, pp. 68-69, 74). And after four and a half acts of circumlocution and repartee, Welbred and Lady Wealthy in James Howard's English Mounsieur finally contract in definite and irrevocable terms:

Welbred: . . . promise to marry me tomorrow morning.

Lady W.: Well, if it must be so, I will.

Welbred: You shall ne're repent this Noble act, for what I want in Fortune, i'll make up in Love.

Lady W.: I ne're consider'd, we'll exchange, you shall have one for t'other.

Welbred: I'll love you truly and ever.
(V, p. 60)

The best-known marriage bargains in Restoration comedy, however, are those eschewing unconditional agreement in favor of conditional, implicit terms in favor of explicit, those resulting from the partners' agreement on specific provisos, thus demonstrating most clearly those partners' awareness of their individual identities and contractual rights. Sometimes, the fulfillment of the required conditions does not lie in the power of the affianced couple, but in the power of another person or of God. For instance, Carolina and Lovell in Shadwell's Sullen Lovers and Frederick and Valeria in Behn's Rover agree to marry subject to someone else's marrying first (III, V). Philadelphia and Art, Isabella and Plot in Orrery's Mr. Anthony agree to marry subject to the women's release from

their tyrannical guardian. And Freeman and Lady Desbro in Behn's Roundheads exchange the promise of possession of each other's souls, hearts, and bodies, "with all Appurtenances thereto belonging," just as soon as God fulfills the necessary condition: the death of Lady Desbro's husband (IV, p. 33)

More frequently, though, it is the fiancé, not fate, who is responsible for satisfying the marital prerequisite, one formulated by the fiancée. Usually, this prerequisite involves an injunction that the fiancé "behave" for a trial period (Etherege, She Wou'd if She Cou'd, V; Shadwell, True Widow, III), or that he submit to some hypothetical or actual unpleasantness, often monetary, as a test of his love (Etherege, Man of Mode, V; Wycherley, Gentleman Dancing-Master, V; Congreve Double-Dealer, V). Occasionally, though, the condition assumes the form of a legally enforceable contractual proviso. Particularly notable is the one in Farquhar's Love and a Bot-tle, in which Lucinda and Lovewell agree on two provisos which at once provide a test of love and a guarantee of financial security for both families:

Lucinda: I must reward your Sister, Mr. Lovewell, for the many Services done me as Page [the disguised Leathe]. I therefore settle my Fortune and my self on you, on this Condition, That you make over your estate in Ireland to your Sister, and that Gentleman [Roebuck, newly married to Leathe].

Lovewell: 'Tis done; only with this Proviso,
 Brother [Roebuck], That you forsake your Extravagan-
 cies.

(V, p. 64)

Lucinda's proviso protects her estate, since its maintenance is now vital to Lovewell's welfare; Lovewell's proviso protects his estate from dissipation.

The most famous proviso scene in Restoration comedy, that in Congreve's Way of the World, has enjoyed thoughtful and thorough explication by excellent critics. Price sees the scene as Mirabell's and Millamant's attempt to maintain their individual wills and judgments, "to be both themselves and each other's," a desire stemming from their "vision of marriage free from cant and hypocrisy" (pp. 245-46). The Mueschkes see it as a "supplanting [of] impulse and illusion with reason and truth . . . an amicable mean between repression and license," "a reef of sanity elevated above the waves of indifferent, incongruous, and forced courtships" (pp. 28-29, 62). Love sees it as a guarantee of "dynastic growth . . . through the son who is promised to us," a messianic concept important in many Restoration comedies (pp. 86-87). And Holland sees it as an initiation for Millamant, brought "from girlhood to maturity" by her agreement with Mirabell's specifically sexual provisos (p. 185). In contractual terms, then, the scene demonstrates the synthesis of private man and public man (Price), the balance of requisition and concession

(Mueschkes), the validation of legal contract by private contract (Love), and the importance of moral identity (Holland). But the proviso scene is not an ideological oddity in The Way of the World: contract provides a moral sieve for the entire play, eventually sifting out of the comic society those characters who want understanding of or respect for its principles; retaining only those who have come to realize that social good and private good are not mutually exclusive but mutually dependent, that society is not a natural but a civil state, that the way of the world is--must be--contract.

But this lesson is lost on Witwoud and Petulant, moral isolates whose words and acts emphasize their incapacity to understand social exchange even in its most rudimentary forms, to understand moral identity even in its most rudimentary forms. They are never men; at the most, they are half-men (I, p. 4; see "Identity," n. 4). More often, though, they are merely things and half-things, a "Weather-Cock" and a "Fish," "Treble and Base," "two Battle-dores" (II, p. 28; III, pp. 43, 47; IV, p. 61). Witwoud tries consciously to divorce himself from his own past, bragging about his lack of memory, refusing to know his own brother (and causing that brother not to know him), suppressing his apprenticeship as an attorney's clerk (I, p. 9; III, pp. 44-47). He fails to realize, though, that his modishly

"Becravated, and Beperrriwig'd" self is not a new self, not a self divorced from its past: the establishment of identity is a cumulative process. His past is therefore present in his present; he is Sir Wilfull's brother, whether or not he "forgets" that fact. Unable to perceive the wholeness of existence, he rhetorically isolates experience, alienating people and events from their contexts by compulsively reducing them, not just to metaphors, but to similes: Millamant is not even a candle; she is only like a candle (II, p. 26). Witwoud's irony is that he is really divorced, not from himself, but from others: constantly in company, he begins and ends the play alone.

And so does Petulant, though his isolation, his alienation from others, derives from a conscious desire to demonstrate his own psychological superiority by publicizing others' "weaknesses." Asserting, for instance, that blushing is always a "Sign of Guilt, or ill Breeding" (i.e., a sign of moral or social failure), he spends his days embarrassing and provoking ladies with "Senseless Ribaldry" and rudeness, even causing the normally self-possessed Millamant to blush and break her fan in anger (I, pp. 15-16; III; p. 39). Similarly, he proclaims his whores to be Witwoud's "Relations--two Coheireses his Cousins, and an old Aunt," an assertion calculated to degrade Witwoud and thereby elevate himself (I, pp. 12-13). Like

Witwoud, he tries--and fails--to construct an artificial social identity belying his true isolation, hiring women to call on him in public places, sending himself letters, calling on himself in disguise (I, p. 11). These efforts notwithstanding, he remains throughout the play wholly divorced from and ignorant of social exchange, a fact emphasized by his and Witwoud's completely unwitting participation in one of the most important social transactions of the play: they witness and sign the deed of conveyance without having the least idea of the significance of this, their only social act ("I writ. I read nothing," V, p. 86). Symbolically "rubbing their Eyes,--Just risen from Sleep," they watch but do not participate in the final reconciliation, "say[ing] little" and "understand[ing] nothing of the matter, . . . in a maze yet, like a Dog in a Dancing School" (V, pp. 86, 88)--asocial entities existing forever inside self-enclosed psychological bubbles.

But existing thus, they pose no threat to others; their actions are socially insignificant. The actions of Mrs. Marwood and Fainall, however, are far from socially insignificant. Not merely asocial but actually antisocial, these two constitute a serious threat to the other characters in their conscious and blatant repudiation of contractual principles. That it is repudiation rather than ignorance (as is the case with Witwoud and Petulant) is shown in

Mrs. Marwood's advice to Millamant to "appear bare fac'd now, and own Mirabell" in order to discourage the advances of Witwoud and Petulant and in Fainall's appeal that Mrs. Marwood "be reconcil'd to Truth and [him]," that she deal honestly with him if with no one else (III, p. 40; II, p. 22). Each of them recognizes, at least for a moment, the validity of one side of contract, Mrs. Marwood the practical side and Fainall the moral, yet they refuse to act in accord with this recognition. In rejecting contract, they essentially reject the whole concept of civil society, attempting to preserve their own rights, not through cooperation, but through subjugation.

Mrs. Marwood's refusal to recognize the moral validity of contract stems from her total alienation from moral identity, that of others as well as her own. Freely discussing and using others as tools, as property (e.g., Mrs. Fainall, III, p. 49), her condemnation of the servants as "things," of Foible as "Mrs. Engine," ironically derives from the servants' refusal to be her things, from Foible's refusal to be her engine (V, p. 84; III, p. 38). To her, Petulant and Witwoud are merely "Hood and Scarf," props designed for others' use (III, p. 40). This misperception of identity dominates her behavior throughout the play, as she alternately masks as a true friend to Lady Wishfort and as a true lover to Fainall. Her use of a

vizard in St. James's Park emphasizes her use of these two social masks, but just as Foible recognizes her despite the vizard, so do Fainall and Lady Wishfort eventually recognize her as a faithless mistress and friend (II, pp. 20-23, 31; V, p. 85). Degenerating from woman to "Devil" to "Leach," she finally sinks to a state of moral nullity, to an identity that is nothing, when Mrs. Fainall cannot even speak the word designating her husband's mistress: "Go you [Fainall] and your treacherous--I will not name it" (V, pp. 73, 76, 85).

The language and behavior of a character whose destiny is to become a nameless "it" are just what we would expect, consistently proving socially irresponsible and morally antagonistic. For instance, after falsely claiming friendship's "Obligations" as the reason for her exposure of Mirabell's "sham addresses" to Lady Wishfort, obligations "more tender, more sincere, and more enduring, than all the vain and empty Vows of Men," Mrs. Marwood immediately turns around and sophistically rationalizes her betrayal of those very obligations: her "vicious" behavior to her friend Mrs. Fainall becomes "meritorious" in light of her relationship with Fainall (I, p. 3; II, p. 21). She rejects Fainall's plea that she be honest with him, that she "be reconcil'd to Truth and [him]," saying "Impossible. Truth and you are inconsistent" (II, p. 22). Ironically,

this is one of the few moments in the play when truth and Fainall are not inconsistent, a moment lost forever when this repudiation of his plea prompts Fainall to rescind his truth, to capitulate to his mistress's demand that he lie to her and that he accept her lies--a capitulation emphasized by his immediately advocating that she "hide [her] Face": "You have a mask, wear it a moment" (II, p. 23). Her refusal of his offer of contract foreshadows her later anticontractual use of him as her tool: the plot to blackmail Lady Wishfort is her idea, not his (III, p. 49).

But Fainall, even if he is Mrs. Marwood's tool, is no innocent. Though his corruption is not complete until that moment when his mistress rejects his last truth, Fainall's contractual perception and practice have been skewed since the opening scene of the play: believing that to love is to forfeit selfhood, he advises Mirabell to dissociate himself emotionally from Millamant so that he can regain autonomy, once more be his "own man." Ironically, though, he offers this advice immediately after Mirabell has proved the impossibility of this dissociation: having "sifted [Millamant] and separated her Failings" in just such an effort "to hate her heartily," he now feels even closer to her than he did before, her failings "grown as familiar to [him] as [his] own," failings which "in all

probability" he will soon like as well as he does his own (I, p. 6). Fainall's advice, then, shows that he does not believe what Mirabell has already learned: that a social being can never be wholly autonomous, never be his "own man." This compulsion to insure himself against emotional vulnerability is of course reinforced when Mrs. Marwood turns Fainall's declarations of love against him, uses his openness as a weapon to defeat him, and so he retreats once more into guarded defensiveness, this time for good (II, p. 23).

His antisocial urge to "protect" himself from others prompts Fainall to treat law and force as his bodyguards against private contract, which would, as he knows, demand concessions from him. Concessions, however, he cannot abide, threatened as he is by the whole idea of agreement, of compromise. And so he tries to blockade his position with morally fraudulent legalities, a mercenary marriage and a "wheadl'd" deed of settlement (II, p. 22; III, pp. 49, 51). Compounding this error, he also attempts to blackmail Lady Wishfort, an act of blatant contract subversion, in a savage parody of the proviso scene: like Mirabell, he states his requirements; unlike Mirabell, he will listen to none, saying, "I come to make demands.--I'll hear no objections" (V, p. 79). He sees only too late that others' trust is stronger than his force, that others'

contracts are stronger than his blackmail: the safety of the three estates he threatens has already been insured through the private agreements Mirabell has made with Mrs. Fainall, with Sir Wilfull, and with Lady Wishfort. And unwilling to accept this newest proof of their social failure, he and Mrs. Marwood metaphorically underline that very failure by leaving the company, the other characters' ostracism of these two being necessary to individual and collective self-preservation.

The same fate might have been Lady Wishfort's but for her last-act contractual reclamation. Alienated from the concept of self, she habitually dehumanizes others, reducing Mirabell to a Gorgon, Sir Wilfull to a wine skin, and her servants to puppets and nameless things (III, pp. 32-33; IV, p. 62; V, p. 80). She has cultivated in her daughter that very misperception of others' identities which occasions her own fiasco with Sir Rowland, admitting that Mrs. Fainall "never look'd a Man in the Face but her own Father, or the Chaplain, and him we made a shift to put upon her for a Woman, by the help of his long Garments, and his sleek-face; till she was going in her fifteen" (V, p. 76). Indeed, she identifies so strongly with this daughter ("Bone of my Bone, and Flesh of my Flesh, . . . another me") that the threat of nothingness impinges on her when Mrs. Fainall becomes, as her mother believes, "Naught" (V,

pp. 75-76). Her identity insecure, Lady Wishfort attempts to bolster it through acts of self-assertion, acts which only emphasize its insecurity all the more: planning to marry, not a man, but a "Thing that resembl'd a Man, tho' twere no more than what a Butler cou'd pinch out of a Nap-kin"; wanting to "leave the World [with Mrs. Marwood], and retire by [them]selves and be Shepherdesses"; repeatedly and fruitlessly declaring that she is, indeed, "a Person" (II, p. 25; III, pp. 34, 38, et passim; V, p. 75).

Her most obvious such act is the continual reconstruction of her face, the "old peel'd Wall" (III, p. 36). Painting, varnishing, rouging, blushing, "recompos-[ing her] Features," she perpetually strives for an "Oeconomy of Face" that will serve as a physical testament to the security of her identity (III, p. 32, 35-36; IV, pp. 52-53). In this she fails, creating instead a testament to the insecurity of that identity: a private face which her own servant "cannot safely swear to . . . in a morning, before she's dress'd," a public face which is "none of her own" (III, p. 44; V, p. 81). Thus estranged from her own and others' identities, her methods of social exchange initially prove unsound, anticontractual as they are in their reliance on secrecy and constraint: plotting to defeat Mirabell through Sir Rowland, she learns soon enough that the weapon she thought was in her hands is really in

Mirabell's, that to him and Foible she has been no person, but merely "Property" (V, pp. 71-72).

This revelation opens the door to her social and personal salvation, a salvation ironically prompted by another whose identity has occasionally been somewhat tenuous: Sir Wilfull advises Lady Wishfort to "Forgive and Forget," reminding her, "you must an you are a Christian" (V, p. 82). We have already been offered two humorously casuistic proofs that she is a Christian: her self-righteous tirade against Sir Wilfull, that "beastly Pagan," and her tippling, an activity which Sir Wilfull neatly argues is "a Christian Diversion" (III, p. 33; IV, p. 64). But our real proof is that she takes Sir Wilfull's advice, that she does indeed forgive her offenders. The earlier "Chaos" which once made her "forget [her]self" is now resolved into order, and she has regained herself (III, p. 38). Her agreement with Mirabell is thus the act of a true contractual agent, one whose bargaining power is no less than his, for though she does not yet know that Mirabell and Millamant are already married (see "Law," n. 4), she still has control over Millamant's six thousand pounds. Her "face" restored, she now faces Mirabell for the first time in the play and offers him consideration most valuable: her word. Her identity vindicated, her word fulfilled, Lady Wishfort's final "As I am a person" is no longer only

rhetoric: it is rhetoric, but it is also the truth (V, pp. 82-88).²

Sir Wilfull's identity, like Lady Wishfort's, occasionally falters a bit, but he also eventually proves his contractual fitness and thus his social value and personal merit. As Lady Wishfort's pitfall is paint, Sir Wilfull's is wine: his true identity "disguised" in drunkenness, he slips from man to Caliban, "the Monster in the Tempest" (I, p. 7). Worse, he is metaphorically reduced to the inhuman level of Witwoud, with whom he makes up one ass, and to the inanimate level of Petulant, with whom he makes up a pair of castanets, a pair of "sputt'ring . . . roasting Apples" (IV, pp. 61-62). Though drunk, however, he repudiates hypocrisy and lies, freely admitting to the world his love of the grape (unlike his aunt, who hides her bottle under the table, III, p. 33) and publicly rejecting the excuses with which Lady Wishfort tries to exonerate him, claiming, "In vino veritas, Aunt" (IV, p. 63). Even in "disguise," therefore, he shows himself morally superior to some of his more sophisticated companions.

Undisguised, he maintains this superiority, proving himself socially "half a Fool" perhaps (but only half),

²See Aubrey L. Williams, An Approach to Congreve (New Haven: Yale Univ. Press, 1979), pp. 197-99, for a similar reading of this scene, though Williams uses the reading to support an argument different from mine.

while proving himself morally a whole man (I, p. 8). Closer to a state of nature than any of the other characters, he is also closer to a state of grace in the integrity of his word: "I am somewhat dainty in making a Resolution-- because when I make it I keep it. I don't stand shill I, shall I, then; if I say't, I'll do't"; "if so be that I set on't, I'll do't"; "Wilfull will do't" (III, p. 47; IV, pp. 54, 64). And he does indeed "do't," "generously engag-[ing himself] a Volunteer" to prevent Millamant's six thousand pounds from being lost to Fainall (V, p. 87). Sir Wilfull's act teaches a valuable lesson to Mirabell, who learns that the knight is no rotten crab apple core, as he first believed, but his own "sworn Brother," indeed "an extraordinary Person" (I, pp. 6-7; V, p. 81). A man's moral worth is not measured by his glib familiarity with popular poets, but by his integration of word and deed--and for Sir Wilfull, the two are one.

In the behavior of the servants, this integration suffers as a result of contractual conflict between legal and private obligations, explicit and implicit obligations. Waitwell, privately bound to discharge Mirabell's commands, is socially bound not to threaten others' right to self-preservation. And Foible's conflict is even clearer, explicitly obliged as she is to Lady Wishfort (legally), to Mirabell (privately), and to Waitwell (legally and private-

ly). Both servants are thus pinioned on the horns of a dilemma: they must subvert contract in some way by betraying either Mirabell or Lady Wishfort. Any choice they make will simultaneously prove reprehensible and laudable, deserving of punishment and deserving of reward. Initially, then, the complete integration of word and deed is impossible for Foible and Waitwell; before they can achieve it, the conflict among their various obligations must be resolved through the failure of Mirabell's plot.

Until this resolution occurs, then, their behavior proves morally ambiguous. Lady Wishfort's own behavior, of course, ameliorates somewhat the servants' betrayal of her. She is herself careless of both private and social obligations, attempting to violate the implicit familial bond between Mirabell and his uncle, dehumanizing her servants and encouraging them to do the same to others: we hear the mistress's rhetoric, not the maid's, in Foible's defensive assertion to Lady Wishfort that Mirabell is a "Thing" (III, p. 34). At this point, Lady Wishfort still believes contract a weapon rather than a tool; thus the servants act as her nemeses while they simultaneously earn for themselves humiliation and imprisonment (V, p. 72).

But that their behavior to Lady Wishfort is not the product of incorrigibly anticontractual minds is clear. Waitwell perceives the schism of identity consequent on his

imposture: "it will be impossible I shou'd remember my
 [true] self--married, Knighted and Attended all in one Day!
 'Tis enough to make any Man forget himself. The Difficulty
 will be how to recover my Acquaintance and Familiarity with
 my former self and fall from my Transformation to a Reforma-
 tion into Waitwell" (II, p. 31). That he anticipates a
 "fall" into his future "Reformation" is significant: his
 social demotion (from knight to servant) will be a moral
 promotion (from nonentity to identity), an actual re-
 forming of selfhood. Foible understands (with Mincing) the
 important distinction between a "Bible-oath" and an oath
 sworn on "Messalina's Poems" (V, pp. 73, 85). And both
 have proved consistently loyal to Mirabell according to the
 terms of their contract with him (II, pp. 30-31). Their
 shoddy treatment of Lady Wishfort, then, shows itself the
 result of an isolated contractual conflict peculiar to
 their situation as servants, a conflict extenuating to some
 degree this treatment. And as the sign of their repentance
 lies in Lady Wishfort's forgiveness of them, the proof of
 it lies in their significant assistance of her in the last
 act, Waitwell bringing the deed of conveyance and Foible
 exposing Mrs. Marwood's affair with Fainall (V, pp. 84-85).
 They have repaid her forgiveness--and in doing so, they
 have justified it.

Foible's and Waitwell's impotence parallels Mrs.
 Fainall's, whose status as wife is nearly as powerless as

that of servant (see "History and Definition," n. 21). In the play, then, her most significant acts of self-assertion are those which are products of her former, more powerful, status as widow: as widow she chooses to marry Fainall; as widow she chooses to convey her estate to Mirabell for safe-keeping. The former choice produces a legally valid but morally fraudulent contract; the latter, a legally nonexistent but privately binding contract--and nothing could be clearer than the latter's moral and practical superiority over the former. Having used Fainall as a tool "to save that Idol Reputation," she learns to her sorrow that she also has been used, that Fainall married her only "to make a lawful Prize of a rich Widow's Wealth" (II, pp. 22, 24). The biter is bit, and Mrs. Fainall's public salvation becomes her private damnation. Her private salvation derives from her contract with Mirabell, a contract self-enforcing because each party has the power "to ruin or advance" the other (II, p. 24). And because it is self-enforcing, it validates its own alegal status: the deed of conveyance is not the contract itself, but the sign and proof of a contract--a private, not a legal, contract (see Introduction, n. 14). Unlike her mother, who is ironically intimidated by law despite her relatively powerful legal status as widow, Mrs. Fainall, despite her relatively powerless status as wife, is not so intimidated: "I defie 'em all.

Let 'em prove their aspersions: I know my own innocence, and dare stand a tryall" (V, pp. 76-77). Having realized that her personal power, guaranteed through private contract, can overcome Fainall's legal power, she has nothing to fear from law, which she now knows to be her tool as much as her husband's. Her contractual vision thus clarified through her experiences with husband and lover, she participates not only in the reconciliation of the last act, but also in the making of the most important contract in the fourth act: the marriage of Mirabell and Millamant.

That it is a marriage, not a betrothal, is certain. The lovers perform an orthodox spousal *de praesenti* fulfilling all the requirements of marriage under canon law: the use of the verb "have" to signify the beginning of the marriage at the present moment, the use of the kiss as an implicit token of agreement, and the use of Mrs. Fainall as a witness (see "Law," nn. 3, 4). A highly significant contract, it represents the beginning of Millamant's career as a social being, the end of her career as an asocial being. Previous to the marriage, she has maintained her distance from (and her superiority to) others by dehumanizing them into creatures and things, regardless of whether she refers to Petulant and Mrs. Marwood or Mirabell and Mrs. Fainall (II, p. 26; III, pp. 41, 44). In doing so, she of course reduces herself to the level of those she would reduce, a

point emphasized by Witwoud's turning upon her the very words she uses to criticize his reduction of others:

"Madam, truce with your Similitudes" (II, p. 26).

Her use of this distancing rhetoric proves only a partial misunderstanding of identity, however, for her sense of her own selfhood is very strong indeed--so strong that we understand Mirabell's ironic complaint that she is not enough "Mistress of herself" to be an actual complaint that she is too much mistress of herself, that she will not submit to him (I, p. 2). "I please my self," she tells him, and he is not flattered. Her egotism is thus a match for his, and when he asserts that he is the source of her identity--"Beauty [woman's power] is the lover's gift"--she promptly informs him that in fact the reverse is true, that she is the source of his identity: "One no more owes one's Beauty to a Lover, than one's Wit to an Eccho: They can but reflect what we look and say; vain empty Things if we are silent or unseen, and want a being" (II, pp. 27-28).

Millamant's assertion of her selfhood is nowhere clearer than in the proviso scene, in which she contemptuously rejects masks in a marked contrast to Mrs. Marwood (IV, p. 58; see II, pp. 23, 31). Petulant's subsequent advice that Millamant "fight for [her own] Face" is hardly necessary: that is exactly what she has been doing throughout the entire play, and her "face" is now safe (notwith-

standing Petulant's abdication) because she has already "made sure of [her] will and pleasure" (IV, pp. 57, 62). Likewise, she prohibits Mirabell from reductively labeling her the way the Fainalls do each other, the way she herself does him: "I won't be call'd names after I'm Married; positively I won't be called Names" (IV, p. 57.)

But that she has so easily repudiated Mirabell's "grave" face, his "violent and inflexible wise face," his "love-sick Face"--"faces" that Lady Wishfort has accepted as his real face--indicates that Millamant's recognition of other identities is clearer than her dehumanizing rhetoric might at first lead us to believe (II, p. 29). Her calling Mirabell a "ridiculous thing" at the moment of her accepting him, then, derives not from a misperception of him but from one last and futile attempt to assert her superiority despite the concessions she has made. Now a contractual agent, however, she is no longer superior to those around her, affecting them without being herself affected by them. And so she finally perceives that her reduction of Mirabell is a reflection on her, that she is not wholly autonomous: if her rhetoric becomes truth, if Mirabell does indeed prove thing rather than "Husband" (like Fainall), then she too will prove thing, a "lost thing" (IV, p. 60). Thus the proviso scene illustrates not only Millamant's sexual initiation, as Holland points out (p. 185), but also her social

initiation: having always understood "I," she now understands "thou" as well. She has indeed "dwindle[d] into a wife" in a legal sense, her marriage weakening much of her private power (IV, p. 58). But she has gained Mirabell's power for her own use, has actually strengthened her moral identity by becoming social being in addition to private being. She has not lost herself through marriage; she has amplified herself.

And so has Mirabell, plainly asserting that when Millamant has "dwindl'd into a Wife," he will be "beyond Measure enlarg'd into a Husband": he is not threatened by social alliance, as Fainall is, but trusts and welcomes it (IV, p. 58). He has not always done so, of course. His plot to ensnare Lady Wishfort in a contract with Sir Rowland, for instance, results not only from his mistrust of that lady, but also from his mistrust of those with whom he actually has a private contract, Waitwell and Foible: "I wou'd not tempt my Servant to betray me by trusting him too far. If [Lady Wishfort], in hopes to ruin me, shou'd consent to marry my pretended Uncle, he might like Mosca in the Fox, stand upon Terms; so I made him sure beforehand [by marrying him to Foible]" (II, pp. 24-25). This insurance is wholly unnecessary in light of Lady Wishfort's opinion of servants ("Abigails and Andrews"), Waitwell's opinion of Lady Wishfort ("the Antidote to desire"), and

especially Mirabell's own contract with the servants (II, pp. 30-31; IV, p. 67; V, p. 72). But Mirabell does not yet understand that private contract, because self-enforcing, is more powerful than legal or illegal constraint, and so he initially expends much energy in compiling legalities to bolster his position: canonical hours, witnesses, consummations, certificates (I, pp. 4-5). Even worse, he simultaneously resorts to secrecy, lying, and blackmail. Marrying his mistress to another man under false pretences, shamming love for Lady Wishfort and then plotting to frame her, skulking around her house with his face hidden--in the beginning of the play, he out-Fainalls Fainall (I, p. 3; II, pp. 24-25; IV, p. 69).

But his potential for redemption manifests itself in ways marking the contrast between these two men. Mirabell can, for instance, read faces better than Fainall, the latter only with difficulty penetrating the masks of true mistress and impotent wife. Mirabell, though, realizes that the discomposed faces meeting Petulant's "senseless Ribaldry" reflect not the guilt of their owners (as Petulant believes), but that of Petulant himself: "hast not thou then Sense enough to know that thou ought'st to be most asham'd thy Self, when thou hast put another out of Countenance" (I, p. 16). Mirabell also demonstrates respect for the identity of wife and compassion for its legal

impotence (which certainly cannot be said for Fainall) by insisting on paying Foible and Waitwell separately, by refusing to turn the wife's money over to the husband:

"Stand off Sir, not a Penny--Go on and prosper, Foible" (III, p. 31). Furthermore, Fainall discounts the power of others' relationships, forgets that confidences and trusts excluding him may nonetheless affect his plans, and so, though he suspects the relationship between Mirabell and his wife, he is completely unprepared for the deed of conveyance (II, pp. 20-21; V, p. 87). But Mirabell learns the error of such egocentricity, having been taught by Millamant that he is not privy to all confidences, that though he is the source of much of the play's contractual activity, he is not the source of it all:

Mirabell: Can you not find it in the variety of your Disposition one Moment--

Millamant: To hear you tell me that Foible's married, and your Plot like to speed--No.

Mirabell: But how came you to know it--

Millamant: Unless by the help of the Devil you can't imagine; unless she shou'd tell me her self. Which of the two it may have been, I will leave you to consider; and when you have done thinking of that; think of me.

(II, pp. 29-30)

And, of course, the strongest proof that Mirabell early possesses some degree of contractual awareness is shown in his private agreement with Mrs. Fainall to hold her estate in

trust, an agreement made before the play ever opens. He begins the play, then, already somewhat integrated into society's contractual structure, already having abandoned "the state of Nature" in favor of the civil state (I, p. 3).

The proviso scene therefore demonstrates both a reformation of behavior and a refinement of attitude for Mirabell, whose former contractual ambivalence is now resolved, just as Fainall's was earlier resolved in St. James's Park (II, p. 23). But Mirabell embraces what Fainall has rejected: honesty and openness. And as Fainall earlier sealed his decision by asking his mistress to wear a mask, Mirabell now seals his by asking Millamant not to (II, p. 23; IV, p. 58). Further demonstrating his new respect for the physical manifestations of identity (which he himself previously violated through disguise and false "faces"), he forbids not only the "new Coin[ing]" of Millamant's face, but also "all strait-Laceing, Squeezing for a Shape, till [she] mold [his] boy's head like a Sugar-loaf; and instead of a Man-child, make [him] the Father to a Crooked-billet" (IV, p. 59). The climax of his social reformation, though, occurs not in the proviso scene but in the last scene, in which Mirabell not only faces Lady Wishfort for the first time in the play, he also faces her for the first time ever in his true face. The former "Face of guiltiness" admitted, repented, and forgiven, his last

shred of false identity falls away, and he finds himself free where Fainall is fettered, fettered ironically because he has tried to insure his own freedom by wresting others' from them. Mirabell, though, has learned that in allowing others freedom, he is himself freed; in allowing others to exercise their wills, he exercises his own.

Thus The Way of the World illustrates the contractual model common in Restoration comedy. The asocial and the antisocial characters, Witwoud and Petulant, Mrs. Marwood and Fainall, prove foreign bodies in the social system, the former tolerated because harmless (though useless), the latter expelled because dangerous. But Lady Wishfort and Sir Wilfull, their shaky identities stabilized; Foible and Waitwell, their conflict between legal and private contract resolved; Mrs. Fainall and Millamant, their maintenance of power insured; and Mirabell, his contractual vision clarified and vindicated--these characters are the social system. They have learned to balance private self and public self, neither attempting to subjugate others nor allowing others to subjugate them. They have learned to balance right and obligation, will and obedience. They have learned that it is indeed not good for man to be alone, but they have also learned that a man completely subsumed by society fails to be a man. Their private contracts with each other, interpretations of divine

covenant, testify to their faith in and their allegiance to God's creature and hence to God. Thus Hurley is mistaken when he says, "it is not enough to be right morally, or romantically, or in the eyes of God; in the way of this world, one must be legally and provably right" (p. 194). Legal right divorced from moral right fails proof, shows impotent in the light of contract: Lady Wishfort's bond of servitude is nothing next to the private contract of Foible and Mirabell; Sir Jonathan Wishfort's will is nothing next to the private contract of Millamant and Sir Wilfull; Fainall's marriage certificate is nothing next to the private contract of Mirabell and Mrs. Fainall. To be "provably right" in The Way of the World or in almost any other Restoration comedy, then, is to be morally right, is to be right in the eyes of God. And man achieves that rightness through contract.

PLAYS CITED

- Behn, Aphra. The Amorous Prince, or the Curious Husband.
1671.
- _____. The City-Heiress, or Sir Timothy Treat-all.
1682.
- _____. The Dutch Lover. 1673.
- _____. The Emperor of the Moon: A Farce. 1687.
- _____. The False Count, or a New Way to Play an Old
Game. 1682.
- _____. The Feign'd Curtizans, or a Nights Intrigue.
1679.
- _____. The Luckey Chance, or An Alderman's Bargain.
1687.
- _____. The Roundheads, or The Good Old Cause.
1682.
- _____. The Rover, or the Banish't Cavaliers. 1677.
- _____. The Second Part of the Rover. 1681
- _____. Sir Patient Fancy. 1678
- _____. The Town-Fopp, or Sir Timothy Tawdrey.
1676.
- _____. The Younger Brother, or The Amorous Jilt.
1696.
- [Buckingham, George Villiers, Duke of.] The Chances.
1682.
- Congreve, William. The Double-Dealer. 1694.
- _____. Love for Love. 1695.
- _____. The Old Batchelour. 1693.

- _____. The Way of the World. 1700.
- Crowne, John. City Politiques. 1683.
- _____. Sir Courtly Nice, or It Cannot Be. 1685.
- Dryden, John. The Assignation, or Love in a Nunnery. 1673.
- _____. An Evening's Love, or the Mock-Astrologer. 1671.
- _____. The Kind Keeper, or Mr. Limberham. 1680.
- _____. Marriage-A-la-Mode. 1673.
- _____. The Wild Gallant. 1669.
- Etherege, Sir George. The Comical Revenge, or Love in a Tub. 1667.
- _____. The Man of Mode, or Sir Fopling Flutter. 1676.
- _____. She Wou'd if She Cou'd. 1668.
- Farquhar, George. The Beaux Stratagem. [1707].
- _____. The Constant Couple; or A Trip to the Jubilee. 1700.
- _____. The Inconstant, or the Way to Win Him. 1702.
- _____. Love and a Bottle. 1699.
- _____. The Recruiting Officer. [1706].
- _____. Sir Harry Wildair: Being the Sequel of the Trip to the Jubilee. 1701.
- _____. The Twin-Rivals. 1703.
- Howard, James. The English Mounseieur. 1674.
- Howard, Sir Robert. The Committee. 1665.
- _____. The Suprival. 1665.

- Lacy, John. The Old Troop: or Monsieur Raggou. 1672.
The Mistaken Husband. 1675.
- [Newcastle, William Cavendish Duke of, and] John Dryden.
Sir Martin Mar-all, or The Feign'd Innocence.
 1668.
- Orrery, Roger Boyle, Earl of. Guzman. 1693.
 _____. Mr. Anthony. 1690.
- Otway, Thomas. The Atheist: or, The Second Part of the
Souldiers Fortune. 1684.
 _____. The Souldiers Fortune. 1681.
- [Rhodes, Richard.] Flora's Vagaries. 1670.
- Shadwell, Thomas. The Amorous Biggottee: With the Second
Part of Teague O Divelly. 1690.
 _____. Bury-Fair. 1689.
 _____. Epsom-Wells. 1671.
 _____. The Humorists. 1671.
 _____. The Lancashire-Witches, and Teague o Divelly
the Irish Priest. 1682.
 _____. The Miser. 1672.
 _____. The Scowrers. 1691.
 _____. The Squire of Alsatia. 1688.
 _____. Sullen Lovers, or The Impertinents. 1668.
 _____. A True Widow. 1689.
 _____. The Virtuoso. 1676.
 _____. The Volunteers, or The Stock-Jobbers. 1693.
 _____. The Woman-Captain. 1680.
- Southerne, Thomas. The Wives Excuse: or, Cuckolds Make
Themselves. 1692.

Vanbrugh, Sir John. The Confederacy. 1705.

_____. The Provok'd Wife. 1697.

_____. The Relapse; or Virtue in Danger. 1697.

Wycherley, William. The Country-Wife. 1675.

_____. The Gentleman Dancing-Master. 1673.

_____. Love in a Wood, or St James's Park. 1672.

_____. The Plain-Dealer. 1677.

REFERENCES CITED

- Alleman, Gellert S. Matrimonial Law and the Materials of Restoration Comedy. Wallingford, Pa.: n.p., 1942.
- Althusius, Johannes. The Politics of Johannes Althusius: An Abridged Translation of the Third Edition of Politica Methodice Digesta, Atque Exemplis Sacris et Profanis Illustrata, Including Prefaces to the First and Third Editions. Trans. Frederick S. Carney. Boston: Beacon, 1964.
- Atiyah, P. S. The Rise and Fall of Freedom of Contract. Oxford: Oxford Univ. Press, 1979.
- Barry, Brian. "Warrender and His Critics." 1968. Rpt. in Hobbes and Rousseau: A Collection of Critical Essays. Ed. Maurice Cranston and Richard S. Peters. New York: Anchor, 1972, pp. 37-65.
- Berman, Ronald. "The Comedy of Reason." Texas Studies in Literature and Language, 7 (1965), 161-68.
- Blackstone, Sir William. Commentaries on the Laws of England. 9th ed. London: 1783. Vol. I.
- Bodin, Jean. The Six Bookes of a Commonweale: A Facsimile Reprint of the English Translation of 1606. Corrected and Supplemented in the Light of a New Comparison with the French and Latin Texts. Ed. Kenneth Douglas McRae. Cambridge: Harvard Univ. Press, 1962.
- Borkat, Roberta F. S. "Vows, Prayers, and Dice": Comic Values in The Man of Mode. University of Dayton Review, 12, No. 3 (1976), 121-31.
- Burnet, Gilbert. An Exposition of the Thirty-Nine Articles of the Church of England. Quoted in Staves, p. 116.
- Canfield, J. Douglas. "Religious Language and Religious Meaning in Restoration Comedy." Studies in English Literature, 20 (1980), 385-406.

- Daly, James. Sir Robert Filmer and English Political Thought. Buffalo: Univ. of Toronto Press, 1979.
- Farnsworth, E. Allan. "The Past of Promise: An Historical Introduction to Contract." Columbia Law Review, 69 (1969), 576-607.
- Feaver, George. From Status to Contract: A Biography of Sir Henry Maine 1822-1888. London: Longmans, 1969.
- Filmer, Sir Robert. Patriarcha. Ed. Peter Laslett. Oxford: Alden, 1949.
- Fleetwood, W[illiam]. The Relative Duties of Parents, Children, Husbands and Wives, Masters and Servants, Consider'd in Sixteen Sermons: With Three More Upon the Case of Self-Murther. London: 1705.
- Fuchs, Eleanor C. "The Moral and Aesthetic Achievement of William Congreve." Quoted in Holland, p. 50.
- Grotius, Hugo. The Rights of War and Peace, Including the Law of Nature and of Nations. Trans A. C. Campbell. London: M. Walter Dunne, 1901.
- Hair, Paul, ed. Before the Bawdy Court: Selections from Church Court and Other Records Relating to the Correction of Moral Offenses in England, Scotland and New England, 1300-1800. New York: Barnes and Noble, 1972.
- Hallett, Charles A. "The Hobbesian Substructure of The Country Wife." Papers on Language and Literature, 9 (1973), 380-95.
- Helmholz, R. H. Marriage Litigation in Medieval England. London: Cambridge Univ. Press, 1974.
- Hobbes, Thomas. The Citizen: Philosophical Rudiments Concerning Government and Society. Trans. Thomas Hobbes. Rpt. in Man and Citizen. Ed. Bernard Gert. New York: Anchor, 1972, pp. 87-386.
- _____. Leviathan. New York: Polyglot, 1950.

- Holland, Norman N. The First Modern Comedies: The Significance of Etherege, Wycherley, and Congreve. Cambridge: Harvard Univ. Press, 1959.
- Hooker, Richard. Of the Laws of Ecclesiastical Polity. 6th ed. Ed. the Reverend John Keble. London: 1874. Vol. I.
- Hume, Robert D. "Marital Discord in English Comedy from Dryden to Fielding." Modern Philology, 74 (1977), 248-72.
- _____. "The Myth of the Rake in 'Restoration' Comedy." Studies in the Literary Imagination, 10, No. 1 (1977), 25-55.
- Hurley, Paul J. "Law and the Dramatic Rhetoric of The Way of the World." South Atlantic Quarterly, 70 (1971), 191-202.
- Jackson, Wallace. "The Country Wife: The Premises of Love and Lust." South Atlantic Quarterly, 72 (1973), 540-46.
- James, Philip S. Introduction to English Law. 7th ed. 1950; rpt. London: Butterworths, 1969.
- Jenks, Edward. The Book of English Law. Rev. P. B. Fairst. 6th ed. 1928; rpt. Athens, Ohio: Ohio Univ. Press, 1967.
- Kimball, Sue L. "Games People Play in Congreve's The Way of the World." In A Provision of Human Nature: Essays on Fielding and Others in Honor of Miriam Austin Locke. Ed. Donald Kay. Birmingham: Univ. of Alabama Press, 1977, pp. 191-207.
- Knalpa, Louis A. Law and Politics in Jacobean England: The Tracts of Lord Chancellor Ellesmere. London: Cambridge Univ. Press, 1977.
- The Laws Respecting Women. 1777; rpt. New York: Oceana, 1974.
- Locke, John. Two Treatises on Government. 2nd ed. Ed. Peter Laslett. Cambridge: Cambridge Univ. Press, 1967.

- Love, Harold. Congreve. 1974; rpt. Totowa, New Jersey: Rowman and Littlefield, 1975.
- Lynch, Kathleen M. "D'Urfé's L'Astrée and the 'Proviso' Scenes in Dryden's Comedy." Philological Quarterly, 4 (1925), 302-08.
- Lyons, Charles R. "Disguise, Identity, and Personal Value in The Way of the World." Educational Theatre Journal, 23 (1971), 258-68.
- McNamara, Peter L. "The Witty Company: Wycherley's The Country Wife." Ariel: A Review of International English Literature, 7, No. 1 (1976), 59-72.
- Maine, Sir Henry Sumner. Ancient Law: Its Connection With the Early History of Society and Its Relation to Modern Ideas. 1861; rpt. London: Humphrey Milford, 1931.
- Maitland, Frederic William. "Moral Personality and Legal Personality." In his Selected Essays. Ed. H. D. Hazeltine, et al. 1936; rpt. Freeport, New York: Books for Libraries, 1968, pp. 223-39.
- Milton, John. "Eikonoklastes." In The Works of John Milton. Ed. William Haller. New York: Columbia Univ. Press, 1932. Vol. V, pp. 61-310.
- Mueschke, Paul, and Miriam Mueschke. A New View of Congreve's Way of the World. Ann Arbor: Univ. of Michigan Press, 1958.
- Mukherjee, Sujit. "Marriage as a Punishment in the Plays of Wycherley." Review of English Literature, 7, No. 4 (1966), 61-64.
- Myers, William. "Plot and Meaning in Congreve's Comedies." In William Congreve. Ed. Brian Morris. London: Ernest Benn, 1972, pp. 73-92.
- Nolan, Paul T. "Congreve's Lovers: Art and the Critic." Drama Survey, 1 (1961-62), 330-39.
- Novak, Maximillian E. William Congreve. New York: Twayne, 1971.

- _____. "Love, Scandal, and the Moral Milieu of Congreve's Comedies." In Congreve Consider'd. Los Angeles: William Andrews Clark Memorial Library, 1971, pp. 23-50.
- Pike, Luke Owen. A History of Crime in England: Illustrating the Changes of the Laws in the Progress of Civilization. 1873-76; rpt. Montclair, New Jersey: Patterson Smith, 1968. Vol. II.
- Plucknett, Theodore F. T. A Concise History of the Common Law. Rochester, New York: Lawyers Co-operative, 1929.
- Pollock, Frederic, and Frederic William Maitland. The History of English Law: Before the Time of Edward I. 2nd ed. London: 1898. Vol. II.
- Price, Martin. To the Palace of Wisdom: Studies in Order and Energy from Dryden to Blake. 1964; rpt. Carbondale: Southern Illinois Univ. Press, 1964.
- Root, Robert L., Jr. "Aphra Behn, Arranged Marriage, and Restoration Comedy." Women and Literature, 5, No. 1 (1977), 3-14.
- Rosowski, Susan J. "Thematic Development in the Comedies of William Congreve: The Individual in Society." Studies in English Literature, 16 (1976), 387-406.
- Schneider, Ben Ross, Jr. The Ethos of Restoration Comedy. Urbana: Univ. of Illinois Press, 1971.
- Schwartz, R. D., and J. C. Miller. "Legal Evolution and Societal Complexity." American Journal of Sociology, 70, No. 2 (1964), 159-69.
- Seagle, William. The History of Law. 1941; rpt. New York: Tudor, 1946.
- Shafer, Yvonne B. "The Proviso Scene in Restoration Comedy." Restoration and Eighteenth Century Theatre Research, 9, No. 1 (1970), 1-10.
- Simpson, A. W. B. "Historical Introduction." In Cheshire and Fifoot's Law of Contract. Ed. M. P.

- Furmston. 9th ed. London: Butterworths, 1976, pp. 1-16.
- _____. A History of the Common Law: The Rise of the Action of Assumpsit. Oxford: Clarendon, 1975.
- Staves, Susan. Players' Sceptres: Fictions of Authority in the Restoration. Lincoln: Univ. of Nebraska Press, 1979.
- Stein, Peter, and John Shand. Legal Values in Western Society. Edinburgh: Edinburgh Univ. Press, 1974.
- Stephen, Leslie. The History of English Thought in the Eighteenth Century. 3rd ed. New York: G. P. Putnam, 1902. Vol. II.
- Thomas, Keith. "Women and the Civil War Sects." Past and Present, 13 (1958), 42-62.
- A Treatise of Feme Coverts: Or the Lady's Law. 1732; rpt. South Hackensack, New Jersey: Rothman, 1974.
- Van Voris, William. "Congreve's Gilded Carousel." Educational Theatre Journal, 10 (1958), 211-17.
- Vernon, P. F. "Marriage of Convenience and the Moral Code of Restoration Comedy." Essays in Criticism, 12 (1962), 370-87.
- _____. "Wycherley's First Comedy and Its Spanish Source." Comparative Literature, 18 (1966), 132-44.
- Vinogradoff, Sir Paul. Outlines of Historical Jurisprudence. 1920: rpt. New York: AMS, 1971. Vol. I.
- Wanner, Craig. "The Public Ordering of Private Relations. Part I: Initiating Civil Cases in Urban Trial Courts." Law and Society Review, 8 (1974), 421-40.
- Weales, Gerald C., ed. The Complete Plays of William Wycherley. New York: Doubleday, 1966.

Williams, Aubrey L. An Approach to Congreve. New Haven:
Yale Univ. Press, 1979.