

The following is the agreement between Milton and Simmons in the matter of *Paradise Lost*. There were, of course, two copies of the agreement; and it is the copy signed for Milton by proxy and kept by Simmons that has been preserved:—

These Presents, made the 27th day of Aprill 1667, Betweene John Milton, gent., of thone ptie, and Samuel Symons, Printer, of thother ptie, Wittness:—That the said John Milton, in considera-

tion of five pounds to him now paid by the said Sam^{ll}. Symons and other the considerations herein mentioned, hath given, granted, and assigned, and by these p^{nts} doth give, grant, and assigne, unto the said Sam^{ll}. Symons, his executors and assignes, All that Booke, Copy, or Manuscript of a Poem intituled Paradise lost, or by whatsoever other title or name the same is or shalbe called or distinguished, now lately Licensed to be printed, Together with the full benefitt, proffitt, and advantage thereof, or wh^h. shall or may arise thereby. And the said John Milton, for him, his ex^{rs}. and ad^s., doth covenant with the said Sam^{ll}. Symons, his ex^{rs}. and ass^{ns}., That hee and they shall at all tymes hereafter have, hold, and enjoy the same, and all Impressions thereof accordingly, without the lett or hinderance of him, the said John Milton, his ex^{rs}. or ass^{ns}., or any p^{son} or p^{sons} by his or their consent or privitie, And that the said Jo. Milton, his ex^{rs}. or ad^s., or any other by his or their meanes or consent, shall not print or cause to be printed, or sell, dispose, or publish, the said Booke or Manuscript, or any other Booke or Manuscript of the same tenor or subject, without the consent of the said Sam^{ll}. Symons, his ex^{rs}. and ass^{ns}.. In consideration whereof, the said Sam^{ll}. Symons, for him, his ex^{rs}. and ad^s., doth covenant with the said John Milton, his ex^{rs}. and ass^{ns}., well and truly to pay unto the said John Milton, his ex^{rs}. and ad^s., the sum of five pounds of lawfull english money at the end of the first Impression which the said Sam^{ll}. Symons, his ex^{rs}. or ass^{ns}., shall make and publish of the said Copy or Manuscript; Which impression shalbe accounted to be ended when thirteene hundred Books of the said whole Copy or Manuscript imprinted shalbe sold and retaild off to p^{ticular} reading Customers: And shall also pay other five pounds unto the said Mr. Milton, or his ass^{ns}., at the end of the second Impression, to be accounted as aforesaid, And five pounds more at the end of the third Impression, to be in like manner accounted; And that the said three first Impressions shall not exceed fifteene hundred Books or volumes of the said whole Copy or Manuscript a peice: And further, That he the said Samuel Symons, and his ex^{rs}., ad^s., and ass^{ns}., shalbe ready to make oath before a Master in Chancery concerning his or their knowledge and beleife of or concerning the truth of the disposing and selling the said Books by Retail, as aforesaid, whereby the said Mr. Milton is to be intituled to his said money from time to time, upon every reasonable request in that behalfe, or in default thereof shall pay

the said five pounds agreed to be paid upon each Impression, as aforesaid, as if the same were due, and for and in lieu thereof.—In witness whereof the said pties have to this writing indented interchangeably sett their hands and seales, the day and yeare first abovewritten.

John Milton



Sealed and delivered in the presence of us,

John Fisher,

Benjamin Greene, serv^t. to Mr. Milton ¹.

¹ The original of this famous Agreement is in the British Museum, having been presented to that collection in 1852 by Samuel Rogers, the poet, who had purchased it in 1831, for a hundred guineas, from Mr. Pickering, the publisher. It had come down in the possession of the famous publishing family of the Tonsons, who had acquired part copyright of *Paradise Lost* in 1683 and the whole before 1691, and had thus got into their hands this evidence of the original sale. It is distinctly mentioned by Bishop Newton, in his *Life of Milton* in 1749, as being then in the possession of Jacob Tonson, *tertius*, together with the manuscript copy of the First Book of the poem, containing Tomkyns's imprimatur. After the death of this Jacob Tonson in 1767, when the great publishing business of the Tonson family ceased, the business papers of the firm were negligently kept in the premises of a Bank in the Strand, of which Tonson had been a partner. Some of them got astray in the hands of clerks, who appropriated them as relics; and not till 1824 is the contract with Simmons again heard of. It was then in the possession of a tailor in Clifford Street, Bond Street, who said it had been left him, with other papers, by a lodger, who had been in arrears with his rent. It was sold by this tailor, with the other papers (some Tonson papers relating to Dryden, Addison, Steele, &c.), for £25, to Mr. Septimus Prowett, a London bookseller, who was then bringing out an edition of *Paradise Lost* with illustrations by Martin. Prowett sent the papers to a sale by auction

on the 28th of February, 1826, when the Simmons and Milton contract was bought, by itself, by Mr. Pickering, for £45 3s. Sold afterwards by Mr. Pickering for £60 to Sir Thomas Lawrence, it remained in the possession of Sir Thomas till his death in 1830, when Mr. Pickering re-acquired it, to sell it again, in the following year, to the poet Rogers. For farther details see Mr. Leigh Sotheby's *Ramblings*, pp. 202—204.—Notwithstanding the vague history of the document between 1767 and 1824, there is not the least doubt as to its genuineness. It is the actual copy of the agreement as kept by Simmons. But there has been a general mistake as to the signature. The poet Rogers, who was proud of the relic, never doubted, when he showed it to his friends, that the signature was Milton's own; most of those who now look at the relic in the British Museum never doubt it. Most certainly, however, the signature is not Milton's own, but a signature written for him by some one else, and certified by the touch of Milton's finger and by the annexed Milton family seal of the Spread Eagle. This might have occurred to any one on reflecting that Milton in 1667 had been fifteen years totally blind. The signature in the contract is not like any signature of Milton's before his blindness; and how unlike it is to the only now known signature of Milton after his blindness will be apparent to any one who will turn back to p. 475. The present signature cannot even have been by Milton's pen led by another person. The writing is too neat and regular for that.