Pirates, Autographs, and a Bankruptcy: *A Short Treatise on the Game of Whist* by Edmond Hoyle, Gentleman

David Levy

Introduction

> *It is like a professed whist-player, disposing of every card according to Mr. Hoyle, whilst an ignorant gamester, unacquainted with that gentleman's maxims, plays in so extraordinary a manner, and so very different from the established rules, that all his antagonist's plan is entirely destroyed, as he is defending a game which the other has really no idea of.*
>
> *Account of a Late Unhappy Affair, 1765*[1]

Edmond Hoyle (1672–1769) is immortalized in the phrase "according to Hoyle" and by ubiquitous anthologies called *Hoyle's Games* that are still in print today. These modern editions contain none of his original text and include hundreds of games that were unknown in Hoyle's time. Almost forgotten are the works which he actually authored. In 1742, at age 70, he published his first book, *A Short Treatise on the Game of Whist*. With *Whist* and his subsequent works on backgammon, piquet, chess, quadrille, and brag, Hoyle became the preeminent authority on card and board games for over a century, and launched a new genre of literature—instructional, analytic books about popular games.

Hoyle published and distributed the first edition of *Whist* himself, and then sold the rights to the chronically unsuccessful bookseller Francis Cogan. Before Cogan could publish a new edition, two audacious printers pirated the work, leading to an intense battle over what was to become one of the bestselling books of the eighteenth century. Cogan and Hoyle devised numerous strategies to combat the pirates: new expanded editions, new titles, litigation, and, most famously, the autograph signature of Hoyle in every authorized copy. The strategies were effective in that the piracies quickly disappeared from the market. However, the piracies had cut into Cogan's sales and forced him to lower his price, worsening his already precarious financial situation. By 1745 Cogan began to liquidate his stock and copyrights, including the rights to Hoyle. Thomas Osborne bought the Hoyle copyright and continued to publish his works with much success for nearly twenty-five years.

In this paper, I tell the story of the earliest editions of *Whist*, concentrating on those from February and March 1743 when Cogan and the pirates each published

[1] *A Circumstantial and Authentic Account of a Late Unhappy Affair Which Happened at the Star and Garter Tavern, in Pall-Mall.* By a Person Present. (London: J. Burd, 1765), 12. This is the earliest known use of the phrase "According to Hoyle."

versions of unusual bibliographic interest.[2] The physical evidence of the books is supplemented with archival evidence to answer many previously open questions: What was the financial arrangement between Hoyle and Cogan? Who were the pirates? What was the chronology of and relationship between the genuine and pirated editions? When and why did Hoyle begin to autograph authorized copies?

The Manuscript and the First Edition

In the 1720s and 1730s whist, previously a game played in taverns, became popular in fashionable English circles.[3] The entrepreneurial Hoyle capitalized on its popularity by offering whist lessons in London and, in late 1741 or early 1742, wrote an instructional manuscript and sold copies of it to his students. There are no known surviving examples.

Enjoying success with his teaching and manuscript, Hoyle expanded the work, adding an appendix that makes up fully half of the book. He hired the eminent John Watts to print *Whist.1*[4] under the long title:

> A Short Treatise on the Game of Whist. Containing the Laws of the Game: and also some Rules, whereby a Beginner may, with due Attention to them, attain to the Playing it well. Calculations for those who will Bet the Odds on any Point of the Score of the Game then playing and depending. Cases stated, to shew what may be effected by a very good Player in Critical Parts of the Game. References to Cases, viz. at the End of the Rule you are directed how to find them. Calculations, directing with moral Certainty, how to play well any Hand or Game, by shewing the Chances of your Partner's having 1, 2, or 3 Certain Cards. With Variety of Cases added in the Appendix. By Edmund Hoyle, Gent. London: Printed by John Watts for the Author. M DCC XLII. [1742][5]

There is no suggestion that Hoyle had any arrangements with London booksellers to distribute *Whist.1*.[6] Likely, he sold it to his whist students, as

[2] I continue to research Hoyle with the intention of writing a descriptive bibliography, updating and expanding upon earlier work. The first bibliography of Hoyle is Julian Marshall's series of articles "Books on Gaming" in *Notes and Queries*, 1889–90. Frederic Jessel, *A Bibliography of Works in English on Playing Cards and Gaming* (London: Longmans, Green, and Co., 1905) has an extensive listing and discussion of Hoyle's work based on Jessel's personal collection, now at the Bodleian Library. A more recent checklist is John C. Rather and Walter Goldwater, *According to Hoyle … 1742–1850. A Bibliography of Editions by or Based on the Writings of Edmond Hoyle* (New York: University Place, 1983).

[3] Whist was the national card game of Great Britain from the 1730s until the early part of the twentieth century, when it was supplanted by an early form of bridge.

[4] See Appendix 2 for a descriptive bibliography of the versions of *Whist* published between 1742 and 1744 and the abbreviations I use in this paper to identify them.

[5] It is unknown why Hoyle's name is spelled "Edmund" in the early works and "Edmond" later.

[6] For the distribution difficulties encountered by the author as publisher, see Keith Maslen,

he had the manuscript. Hoyle entered the treatise at Stationers Hall on 17 November 1742 to protect his copyright under the Statute of Anne.[7] He did not advertise the book and there is no price on the title page, yet it appears that Hoyle sold it for the high price of one guinea. The most charming evidence is a contemporary quotation from *Tom Jones*:

> I happened to come home several Hours before my usual Time, when I found four Gentlemen of the Cloth at Whisk by my Fire;—and my *Hoyle*, Sir,—my best *Hoyle*, which cost me a Guinea, lying open on the Table, with a Quantity of Porter spilt on one of the most material Leaves of the whole Book.[8]

Indeed *Whist.1* leaves the sense that one guinea was Hoyle's standard charge:

> [The author] has also framed an Artificial Memory, which does not take off your Attention from your Game; and if required he is ready to communicate it, upon Payment of One Guinea. And also he will explain any Cases in the Book, upon Payment of One Guinea more.[9]

As I discuss below, the first piracy of Hoyle, *Whist.2.1*, also mentions a one guinea price in its introduction and its advertisements. It is a reasonable inference that Hoyle also charged a guinea per lesson and a guinea for the manuscript.

Though not the first book to mention whist, *Whist.1* is the first devoted solely to the game. It assumes the reader understands the mechanics of whist, focusing instead on probability, strategy, and laws. The sections on probability are quite rudimentary; Hoyle expands upon them in a later work.[10] The discussion of strategy takes two forms: first, rules of thumb about which card to play and second, cases, evoking a legal treatise. The laws cover only irregularities in play and scoring, such as remedies when a player acts out of turn. The laws are bibliographically important because in the early editions they change more frequently than any other portion of the text.[11]

Whist.1 is a small pamphlet, four duodecimo sheets, though elegantly printed and richly ornamented. Hoyle commissioned a deluxe and expensive red morocco binding with elaborate tooling, appropriate for his society students and for the one guinea price.[12]

"Printing for the Author: From the Bowyer Printing Ledgers, 1710–1775" in *The Library*, 5th ser., 27, no. 4 (1972): 302–9.

[7] 8 Anne, c. 19 (1710). The Statute of Anne gave copyright protection to authors or their assignees for fourteen years, with a renewal for an additional fourteen years if the author were still living.

[8] Henry Fielding, *The History of Tom Jones, A Foundling*. (London: A. Millar, 1749), 5:38–39.

[9] *Whist.1*, 1–2. Hoyle's Artificial Memory was later published as *An Artificial Memory, or an Easy Method of Assisting the Memory of Those that Play the Game of Whist* (London: F. Cogan, 1744).

[10] *An Essay Towards Making the Doctrine of Chances Easy to Those Who Understand Vulgar Arithmetic Only* (London: Jolliffe, 1754).

[11] Appendix 1 summarizes the major textual changes in the early versions of *Whist*.

[12] Two of the four surviving copies (the Morgan and Levy copies) are in identical original bindings.

Francis Cogan

> *Tho' Milton received not above ten pounds at two different payments for the copy of Paradise Lost, yet Mr. Hoyle author of the treatise on the Game of Whist, after having disposed of all the first impression, sold the copy to the bookseller, as I have been informed, for two hundred guineas.*
> *Thomas Newton, "The Life of Milton", 1749*[13]

The bookseller Newton derides is Francis Cogan. Cogan was born into a family of booksellers, although his father died and his mother left the trade when he was too young to benefit from their experience. His father, Francis Coggan, published from 1697 until his death in 1708; his mother Margaret carried on the trade for another year. Son Francis was freed from his apprenticeship in 1731 and published under the name "Cogan" rather than "Coggan." I have identified about 120 Cogan publications prior to 1743. His catalogue includes a number of legal texts; among his other authors and translators are Jonathan Swift, Eliza Haywood, James Ralph, and, of course, Edmond Hoyle.

There is no record as to how Hoyle and Cogan came together and I can only speculate about Hoyle's reasons for selling the copyright. Perhaps he wished to reach an audience beyond his students; perhaps he did not care to finance the printing of a second edition. For whatever reason, Hoyle sold the rights for *Whist* to Cogan on 4 February 1743.[14]

There has been much speculation about the terms of their contract. With his informed guess of two hundred guineas, Reverend Newton was closer to the mark than Robert Chambers, who asserted in the *Book of Days* that Hoyle sold the rights for one thousand pounds.[15] In fact, the price was one hundred and five pounds, still an extraordinary sum for a pamphlet, suggesting another reason for the sale—that Cogan's offer was too good to refuse.[16] This was not to be a successful transaction for Cogan.

The other two surviving copies were rebound in the 19th century. For a discussion of publishers' deluxe bindings see Stuart Bennett, *Trade Bookbinding in the British Isles 1660–1800* (New Castle: Oak Knoll Press, 2004): 127–48. For a binding similar to *Whist.1*, see figure 5.32 on page 146.

[13] Thomas Newton, "The Life of Milton" in John Milton, *Paradise Lost … A New Edition with Notes of Various Authors, by Thomas Newton, D. D.* (London: Tonson, 1749), 1:lix–lx. Newton is bemoaning the lack of financial reward for Milton, contrasting his work with what Newton felt was the much less worthy treatise by Hoyle.

[14] *Cogan v Chapelle,* The National Archives (TNA): Public Record Office (PRO) C 12/1817/42, m. 1. All dates are recast as necessary for a calendar year beginning 1 January.

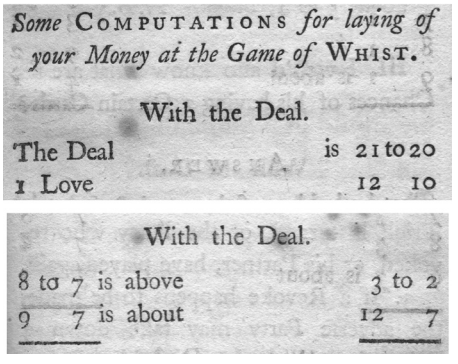
[15] Robert Chambers, *The Book of Days: A Miscellany of Popular Antiquities in Connection with the Calendar, Including Anecdote, Biography, & History, Curiosities of Literature and Oddities of Human Life and Character*. (London and Edinburgh: W. & R. Chambers, 1864), 2:282.

[16] *Cogan v Chapelle*.

Reconsidered Calculations

Having paid such a large sum for the copyright, one would expect Cogan quickly to publish a second edition. The reality is dramatically more complex. Between 19 February and 5 March, five versions of *Whist* appeared; some are authorized Cogan editions and others are piracies. Understanding this series of books requires a close reading of one section in which Hoyle estimates the odds of winning a ten-point game of whist at intermediate scores. As Hoyle bibliographer Julian Marshall first noted, after *Whist.1* appeared, Hoyle had "reconsidered his calculation" for a couple of scores:[17]

Whist.1


Some COMPUTATIONS for laying of your Money at the Game of WHIST.

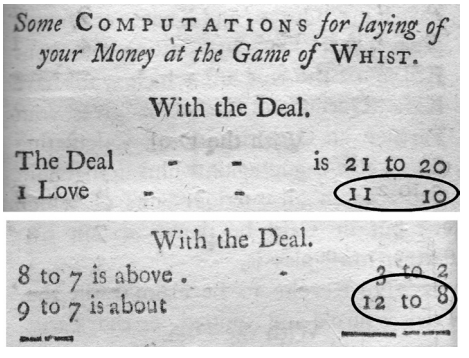
With the Deal.

The Deal	is 21 to 20
1 Love	12 10

With the Deal.

8 to 7 is above	3 to 2
9 7 is about	12 7

Whist.2


Some COMPUTATIONS for laying of your Money at the Game of WHIST.

With the Deal.

The Deal - -	is 21 to 20
1 Love - -	11 10

With the Deal.

8 to 7 is above . -	3 to 2
9 to 7 is about	12 to 8

Figure 1: Left: calculations from *Whist.1* (pages 4 and 7).
Right: Reconsidered calculations, first appearing in *Whist.2*,
illustrated here from *Whist.3* (pages 7 and 10).

The reconsidered calculations are clearly Hoyle's—they appear in all authorized editions after *Whist.1*.[18] What is remarkable and demands explanation is that they first appear in print in a *pirated* edition advertised on 19 February and do not appear in *authorized* editions until early March. How did the pirates gain access to Hoyle's changes before they were published?

My hypothesis is that Cogan intended to publish a new edition (*Whist.2*), differing from *Whist.1* only in that it had the reconsidered calculations. He must have taken a marked-up copy of *Whist.1* to a London printer, but before the book was printed, piracies appeared (*Whist.2.1* and *2.2*). As part of his strategy to combat the pirates, Cogan and Hoyle expanded *Whist.2* and published it as an

[17] Julian Marshall, "Books on Gaming" in *Notes and Queries* 7th ser., 8 (3 August 1889): 83. See also "reconsidered calculations" in Appendix 1. Unless noted otherwise, all images were taken by me of books in my collection.

[18] These odds were the subject of editorial attention. *Whist.1* made the leader a 3 to 2 favorite at a score of 8–7. There was a printer's error in the early state of *Whist.2.4*, with the leader instead a 12 to 7 favorite. The error was corrected in the later state of *Whist.2.4* and in all subsequent editions. This scrutiny is further evidence that the reconsidered odds were a deliberate change.

authorized "second" edition with "great additions." Interestingly, as we shall see, there are two distinct "second" editions (*Whist.2.3* and *2.4*). The next two sections review the piracies and authorized "second" editions in detail—the physical books and contemporary collateral sources—to disentangle this remarkable series of books and to support my claim about the book that Cogan originally intended to publish.

Akin to a Sharper?

Cogan undoubtedly expected to follow Hoyle and sell *Whist* for one guinea. However, a small, popular pamphlet with a high price was a likely target for eighteenth-century literary pirates. Indeed the *General Evening Post* of 19 February 1743 advertised:[19]

> *This Day was published, Price 2s.* A Short Treatise on the Game of Whist; …
>
> N. B. This has been privately sold for One Guinea. *By a* Gentleman. Bath printed, London Re-printed, for W. Webster near St. Paul's, and sold by all the Booksellers and Pamphlet-shops in Town and Country.

Pirates had beaten Cogan to market and at a price less than a tenth of what Cogan intended to charge. Hoyle's name did not appear in either the advertisement or the book; rather "Edmond Hoyle, Gent." was shortened to "Gentleman."

The piracy is not of Hoyle's original unpublished manuscript (as one writer suggested),[20] since it contains the appendix first printed in *Whist.1*. Moreover, it is the first publication of the reconsidered calculations intended for *Whist.2*. I will refer to the piracy generally as *Whist.2.1*, although as we shall see, there are interesting variants. *Whist.2.1* opens with an extraordinary and original letter from an anonymous Gentleman at Bath explaining how it came to be published:

> I found that there was a Treatise on the Game of *Whist* lately dispersed among a *few* Hands at a *Guinea* Price. How to come at one of these Books I knew not; but at length I wrote to an Acquaintance of mine in London to purchase it for me by all Means, which he accordingly did, with no small Difficulty. As soon as I had perused it, I found I had heretofore been but a Bungler at this Game, and being thoroughly sensible of the Advantage which those that are possessed of this Book have over the innocent Player, I thought I could not oblige my Friends better than by printing a few of them to make presents

[19] Similar advertisements appeared in the *Daily Gazetteer*, the *Daily Post* and the *London Daily Post and General Advertiser* through 24 February.

[20] Henry Jones, *The Laws and Principles of Whist Stated and Explained and its Practice Illustrated on an Original System by Means of Hands Played Completely Through*. By "Cavendish," 10th ed. (London: de la Rue, 1874), 44.

> of. Accordingly I applied to a *Stationer*, who offered to make me a Present of half a Hundred of them, provided I would allow him to print a few more for his own Use. This I readily complied with, especially in Consideration of the Imposition and Hardship the Publick lay under; first by not being able to get the said Book under a *Guinea*, and then by its being reserved only in a few Hands, that might make a bad Use of it: For tho' a Man of superior Skill in these Amusements, that takes an Advantage of an ignorant Player, cannot, according to the common Acceptation of the Word, be deemed a *Sharper*, yet, when he pursues that Advantage, after he has found out the Weakness of his Antagonist, it must be confessed that if he is not a *Sharper*, he is at least very near a-kin to one.[21]

The letter and the imprint "Bath printed, and London Re-printed, for W. Webster" are completely fanciful. There has never been a hint of a Bath printing, nor of a Gentleman at Bath. Webster is a name invented to hide the actual publisher. More credible is the complaint about the difficulty in acquiring the book, not because of the price, but because it had been available only from Hoyle himself and was out of print. It is ironic that the pirate, himself a thief, would accuse the reader of Hoyle of being "akin to a Sharper."

More than 30 copies of *Whist.2.1* survive, a large number in comparison to any of the other early Hoyles, suggesting a larger print run.[22] Three of the copies are a "second" edition according to the title page, but that claim is as false as the imprint. A study of the copies reveals two oddities. First, some of the gatherings are identical in the "first" and "second" editions. All copies collate 8°: [A]^4 (A4+2) B–M^4 and share type for the A, I, L, and M gatherings, but there are two settings of each of the others.[23] Interestingly, the title page does not appear to be reset despite the new line "second edition," a change that must have been made in the press. The second oddity is that gatherings are found mixed between the editions, by which I mean one can find either setting of, say, gathering C in "first" editions or "second" editions.

I have examined fourteen copies and received reports on nineteen others. Twenty-five of the twenty-nine "first" editions have a common set of gatherings and two of the three "second" editions have the other.[24] Interestingly, three of the

[21] *Whist.2.1*, 6–7.

[22] The second most common early Hoyle is *Whist.4* with eleven known copies. Inferring print runs from a count of surviving copies is generally dangerous, though somewhat safer here as we are considering different editions of the same work.

[23] The *Eighteenth Century Short Title Catalogue* (http://estc.bl.uk, hereinafter ESTC) distinguishes two settings of the "first" edition based on one difference in sheet B, but does not recognize differences in other sheets. Nor does ESTC note any variations of the "second" edition. The *Whist.2.1* entry in Appendix 2 identifies differences in the setting of each gathering.

[24] One of the Bodleian Library copies, shelf mark Jessel e.640, is imperfect, lacking the A gathering which contains the title page.

four anomalous "first" editions have gatherings normally found in the "second" edition. From this data, it appears that after printing gatherings B through H and K, the printer decided he had not created enough copies to meet the expected demand. He printed a larger run of gatherings I, L, M, and A (gathering A would typically have been printed last) and went back to re-set and reprint the others. Further, near the end of the extended printing of gathering A, the printer decided to make the stop-press change on the title page. Thus, the bulk of the copies have first settings of all gatherings. Of the copies with second settings, some have the unchanged title page while others are "second" editions. The few anomalies are examples where the sheets must have been mixed during drying, cutting, or gathering before binding.

It is reasonable to conclude that the 25 "first" editions represent a variant with the first setting of the gatherings, which I shall call *Whist.2.1.1*. Similarly, the two "second" editions represent another variant, *Whist.2.1.2*. Thus, in Appendix 2, I have classified each copy as one of these two variants, noting any discrepancy in the title page or other gatherings.[25]

The problems for Cogan did not end with *Whist.2.1*. Another piracy, *Whist.2.2*, appeared with the imprint "London: printed for W. Webb, near St. Paul's, 1742." There are two settings of the title page, one priced at a shilling, the other at sixpence. In a continuation of the earlier passage from *Tom Jones*, Fielding refers to a one-shilling piracy:

> … but I said nothing till the rest of the honest Company were gone, and then gave the Fellow a gentle Rebuke, who, instead of expressing any Concern, made me a pert Answer, "That Servants must have their Diversions as well as other People; that he was sorry for the Accident which had happened to the Book; but that several of his Acquaintance had bought the same for a Shilling; and that I might stop as much in his Wages if I pleased:"[26]

Whist.2.2 is a cheaply printed sheet and a half duodecimo with only a small number of ornaments. As with *Whist.2.1*, the imprint is false—Webb is a stock name used by many printers to disguise their identity.[27] I have found no

[25] As G. Thomas Tanselle notes, "A thorough bibliographical description, after all, would record the various states of each forme (and, in the documentation, the combinations present in examined copies), but it would not endorse particular combinations of those states, except where there is evidence that certain states are linked together." "The Concept of *Ideal Copy*" in *Studies in Bibliography,* 33, (1980): 39. The data about *Whist.2.1* provide the necessary linkage.

[26] Fielding, 5:39.

[27] Michael Treadwell, "On False and Misleading Imprints in the London Book Trade, 1660–1750" in *Fakes and Frauds: Varieties of Deception in Print and Manuscript*, ed. Robin Myers and Michael Harris (Winchester: St Paul's Bibliographies, Detroit: Omnigraphics Inc., 1989), 43. Treadwell also discusses deformed names, which he defines as names that are slightly altered, but clearly intended to suggest an existing name (38). "Webster" from *Whist.2.1* may be an altered version of the stock

advertising for the book and cannot conclusively date it, but it appears to be a reprint of *Whist.2.1* as it contains the same "Letter from a Gentleman" and is of lower price and inferior format.[28] The date of 1742 is as false as the rest of the imprint—the book must date to late February or early March 1743.

The many ornaments in *Whist.2.1* and the few in *Whist.2.2* provide clues as to the pirates' identities, but to appreciate all the evidence, it is necessary first to consider the earliest versions of *Whist* bearing the Cogan imprint.

Cogan Fights Back

Cogan began a two-month battle against the pirates on 4 March 1743 by advertising that "in a few days will be publish'd" a new version of *Whist* "with great additions."[29] The book appears as a "second" edition printed for Francis Cogan, although as will become apparent the statement of edition conceals two completely different books, though with identical text. To understand this complex work, it is clearest to consider first Cogan's marketing campaign, next the relationship of the text to earlier versions, and finally the physical books themselves.

The 4 March advertisement lacked a price—Cogan likely had not yet determined it—but the next day, he advertised the book as "this Day was published" with a price of two shillings.[30] So Cogan quickly decided he had to match the price of the piracy *Whist.2.1*. The advertisement continues with a note "To the READER":

> The Author of the above Treatise has thought proper to give the Publick Notice, that he has reduced the Price of it, that it may not be worth any Person's While to purchase the pirated Editions, which have already been obtruded on the World; as likewise, that all those piratical Editions are extremely incorrect, and that he will not undertake to explain any Case but in such Copies as have been set forth by himself, or that are authorized as revised and corrected under his own Hand.

Of course it was not Hoyle, "the author of the treatise" who reduced the price, but Cogan, the proprietor. Cogan also disparaged the piracies as "extremely incorrect" even though the text of the piracies was nearly identical to *Whist.2*. The phrase "under his own Hand" foreshadows the Hoyle autograph, another aspect of Cogan's marketing strategy.

The advertisement threatens litigation, which as we shall see, was too long in coming:

name "Webb" rather than an alteration of that of a real bookseller.

[28] Jessel 134 (item 776) calls *Whist.2.2* a "curious example of a piracy of a piracy."

[29] *Daily Post*, 4 March 1743.

[30] *General Evening Post*, 5 March 1743.

> This Book, having been enter'd at Stationers Hall, according to Act of Parliament, whoever shall presume to print or vend a pirate Edition, shall be prosecuted according to Law.

Cogan describes two other strategies for generating revenue from the Hoyle copyright. First, "The Purchasers of the first Edition may have the Additions to complete their Books, on producing that bought of the Author, and paying one Shilling." Second, Cogan extracted the laws of whist onto a single half-sheet, selling it for more than the two shillings he asked for the book itself:

> At the particular Desire of several Persons of Quality, The Laws of the Game are printed on a fine Imperial Paper, proper to be framed or made Screens of, that the Players may have 'em before them to refer to, if any Dispute should arise. Price 2s 6d.

No copies of the separately published laws are known to have survived.[31] Similar advertisements appeared the following week in the *Daily Gazetteer*, the *Country Journal*, the *London Daily Post*, the *Westminster Journal*, the *Daily Post*, and the *London Evening Post*. Cogan's marketing strategy, then, consisted of matching the pirate's price, hinting at an autograph, disparaging the piracies as incorrect, threatening litigation, finding new ways to charge for the work, and promising great additions to the text.

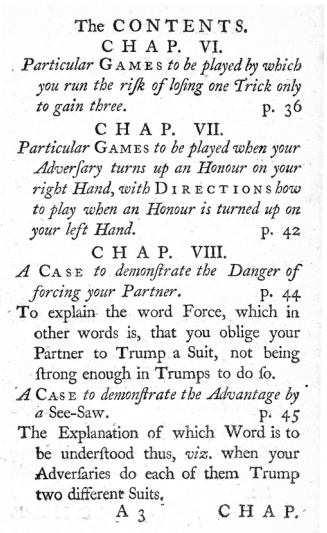
Before turning to the physical books, it is important to note changes to the text from *Whist.1*. The text includes the reconsidered calculations that I posit first appeared in *Whist.2* plus the advertised great additions, of which there are really only three. First, an explanation of two technical terms, "Force" and "See-Saw," is added, awkwardly crowded into the Table of Contents rather than incorporated into the text (see figure 2 below).[32] Second, a short new section is included, "An Explanation and Application of the Calculations, necessary to be understood by those who are to read this Treatise." Finally, the laws of whist are expanded in number from 14 to 25. Otherwise, the text is identical to *Whist.1*.

As mentioned, there are two versions of Cogan's "second" edition of *Whist*. One, which I call *Whist.2.3,* collates 12°: A–H^{6} I^{2} while the other, *Whist.2.4,* has the strange collation 12°: A^{6} (A2+'A2') B^{6} χ^{2} (χ2+5) C–D^{12} E^{8}. While the text of the two works is identical, there are two extra leaves in *Whist.2.4*—a preliminary leaf with a note "To the Reader" on the verso and a final blank. The note to the

[31] There are, however, surviving copies of *The Laws of the Game of Whist (Designed for Framing)* printed in 1746 for Hoyle's second publisher, Thomas Osborne.

[32] Beginning with *Whist.3* (1743), Hoyle added an expanded section of technical terms at the end of the book, though the two definitions were still in the Table of Contents. In *Whist.4*, the Table of Contents was cleaned up. Contract bridge players will recognize the term "force." A "see-saw" is what is now called a "crossruff."

reader is substantially the same as the note in the 5 March advertisement and bears the autograph signature of Hoyle. No copies of *Whist.2.3* are autographed by Hoyle. The only other difference is that *Whist.2.4* has a price of two shillings on the title page, while *Whist.2.3* does not.



The CONTENTS.

CHAP. VI.

Particular GAMES *to be played by which you run the risk of losing one Trick only to gain three.* p. 36

CHAP. VII.

Particular GAMES *to be played when your Adversary turns up an Honour on your right Hand, with* DIRECTIONS *how to play when an Honour is turned up on your left Hand.* p. 42

CHAP. VIII.

A CASE *to demonstrate the Danger of forcing your Partner.* p. 44

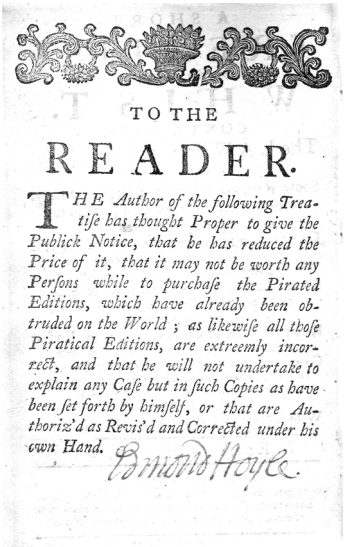
To explain the word Force, which in other words is, that you oblige your Partner to Trump a Suit, not being strong enough in Trumps to do so.

A CASE *to demonstrate the Advantage by a* See-Saw. p. 45

The Explanation of which Word is to be understood thus, *viz.* when your Adversaries do each of them Trump two different Suits.

A 3 CHAP.

Figure 2: *Whist.2.3* with one of the "great additions," the definitions of "Force" and "See-Saw" in the Table of Contents.



TO THE

READER.

THE Author of the following Treatise has thought Proper to give the Publick Notice, that he has reduced the Price of it, that it may not be worth any Persons while to purchase the Pirated Editions, which have already been obtruded on the World; as likewise all those Piratical Editions, are extreemly incorrect, and that he will not undertake to explain any Case but in such Copies as have been set forth by himself, or that are Authoriz'd as Revis'd and Corrected under his own Hand.

Edmond Hoyle.

Figure 3: *Whist.2.4* adds "To the Reader" with the first appearance of Hoyle's autograph.

To understand the priority of the works, it is clearest first to consider *Whist.2.4*—its strange makeup and the presence of Hoyle's signature. An examination of the printing reveals that most of the leaves are from the same setting of type as *Whist.1*. In particular, the inserted leaf A2+'A2' is leaf A2 from *Whist.1*. The seven leaves χ^2 (χ2+5) are B6–12 from *Whist.1* and gatherings C through E are entirely from *Whist.1*. John Watts' type would not have been standing three months later—these leaves must have been taken from copies of the first edition.

But it is the first sheet, the initial two six-leaf gatherings, that is most astonishing. The sheet is an early version of the first sheet from *Whist.3*—the type is identical, though as we shall see, many changes were made in the press before *Whist.3* was published two weeks later. Interestingly, there are two different states of the sheet in the three known copies of *Whist.2.4*. The Bodleian and Yale copies contain typographical errors that were corrected in my copy (see figure 5 below).

So *Whist.2.4* consists of leaves from *Whist.1* and a sheet from *Whist.3*. How did this come to be? Recall the advertisement "Purchasers of the first Edition may have the Additions to complete their Books, on producing that bought of the Author, and paying one Shilling." Undoubtedly examples of *Whist.2.4* are such made up copies. It is not clear whether Cogan took in copies of *Whist.1* and made them into *Whist.2.4* or, more likely, sold the sheet from *Whist.3* and provided

instructions on how to make up the book. The strange origin of *Whist.2.4* explains its rarity as well as the rarity of unmodified copies of *Whist.1*.

Figure 4: Tailpiece of James Mechell from *Whist.2.3* page 56.

Whist.2.4 adds "To the Reader" with the first appearance of Hoyle's autograph. *Whist.2.3*, on the other hand, is a completely different setting of type, sharing nothing with either *Whist.1* or *Whist.3*. I attribute it to the printer James Mechell, initially because a tailpiece from *Whist.2.3* also appears in *The Chronicle of the Year One Thousand Seven Hundred and Forty-four*, London: printed by J. Mechell, 1744. Additional evidence appears in the section "Cogan in Chancery," below.

The inclusion of a sheet from *Whist.3* suggests that *Whist.2.4* is later than *Whist.2.3*. Hoyle's autograph, appearing in *Whist.2.4* but not *Whist.2.3*, is further evidence of priority. How did Hoyle come to sign *Whist.2.4*? The answer comes from a contract between Hoyle and his second publisher, Thomas Osborne, which is noted here for the first time. When Osborne purchased the rights to Hoyle from Cogan in mid-1745, he also assumed an obligation to pay for Hoyle's signature. The contract recites:

> … whereas the said Edmond Hoyle had reserved to himself Twopence to be paid him by Francis Cogan or his assignee upon the said Hoyle's signing his proper Name in each Book, …[33]

Cogan must have agreed to pay Hoyle two pence per signature after publishing the unsigned *Whist.2.3* and before publishing *Whist.2.4* and *Whist.3*, which Hoyle always signed. *Whist.2.4* is therefore the first autographed edition of Hoyle.

The extra two pence per copy, while a shrewd marketing move, dramatically increased Cogan's costs. Assuming a typical run of five hundred copies, printing and paper would have cost roughly seven pounds.[34] Hoyle's autograph would have added more than four pounds, increasing Cogan's variable costs by more than half.

Many oddities in *Whist.2.3* and *2.4* support my hypothesis that Cogan originally intended to publish *Whist.2* without the great additions, making late changes only in response to the pirates. First, both books have unusual pagination, with pages *5–*10 (leaves B4–6) inserted between pages 10 and 11. Second, all of the additions appear in gatherings A and B. Notably, the Table

[33] Contract between Thomas Osborne and Edmond Hoyle, London, 20 November 1745. The Houghton Library, fMS Eng 760(8). Osborne contracted to make a one-time payment to Hoyle of £25 to sign all copies of his work during his lifetime, eliminating the per-copy charge.

[34] The Bowyer firm printed more than a dozen books for Cogan in the 1730s and actual printing costs can be found in the Bowyer ledgers. Keith Maslen and John Lancaster, *The Bowyer Ledgers: The Printing Accounts of William Bowyer, Father and Son* (London: The Bibliographical Society, 1991). My estimates for paper and printing are consistent with Bowyer's charges to Cogan.

of Contents does not refer to the inserted pages, nor does it mention the added Explanation of Calculations. Except for the definitions of "force" and "see-saw," the Table of Contents appears to be for a book *without* the great additions. Finally, beginning with gathering C and continuing to the end of the book, the layout in *Whist.2.3* is nearly identical to *Whist.1*, line for line and page for page.[35] The inference is that Cogan used a copy of *Whist.1*, marked up with reconsidered odds, as the source text for *Whist.2*. Having been beaten to market by the pirates, Cogan and Hoyle reworked the first two gatherings to make the great additions found in *Whist.2.3*.[36] Remarkably, the texts were so similar that Cogan was able to sell a single sheet allowing an owner of *Whist.1* to upgrade to a "second" edition, the cleverly made up *Whist.2.4*.

The Third Edition

I have found only a single newspaper advertisement for the "third" edition, *Whist.3*, in the 18 March 1743 *Daily Advertiser*. The text is virtually identical to that of the 10 March advertisement for the "second" edition. Mysteriously, advertisements for the "second" edition resume in the 9 April *Craftsman*. *The* "third" edition is also noted in *Gentleman's Magazine* and *The Scots Magazine* for March 1743.

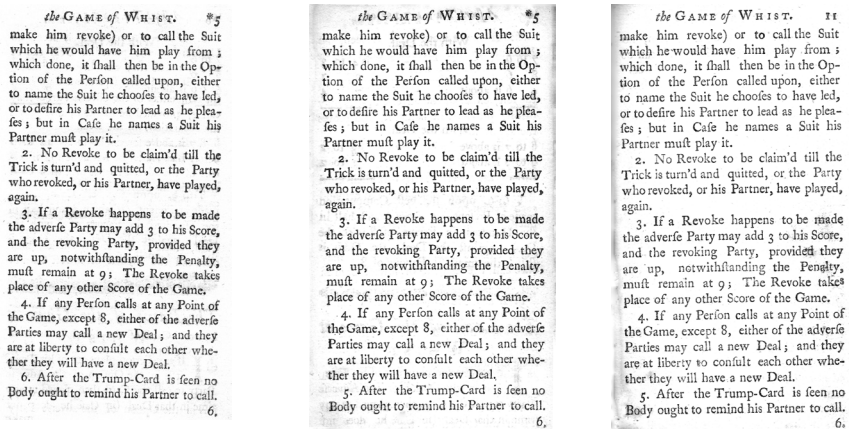
The type for *Whist.3* has been completely reset from *Whist.2*.3 and I have been unable to trace it to a printer. There are no substantial changes in text, only minor changes in the Laws of Whist described in Appendix 1, and a new section "An Explanation for the use of Beginners, of some of the Terms or Technical Words made use of in this Treatise." Unlike *Whist.2.3* and *2.4*, the Table of Contents correctly reflects the early sections of the book.

The gatherings and pagination are regular, four and one-third duodecimo sheets in twelves. Recall that *Whist.2.4* used an early version of sheet A from *Whist.3*. Since the sheet was gathered in sixes for *Whist.2.4* and in twelves for *Whist.3*, the sheet must have been reimposed. The printer changed the signing to reflect the new imposition, adding A3, A4 and A5 and removing B and B3. Interestingly, the printer forgot to remove signature B2 from what became A8 in *Whist.3*, a satisfying explanation for a signing error. The anomaly also proves that the type was changed after printing the sheet for *Whist.2.4* and before *Whist.3*.

[35] The layout is so similar that only three catchwords differ between the two editions. The break in *Whist.2.3* after pages 36 and 57 occurs within one word of that in *Whist.1*. There is a seven-word difference after page 67.

[36] I wondered whether *Whist.2* might actually have been printed and ready for sale when the piracies reached market. Perhaps Mechell or another printer created replacements for gatherings A and B. To assess that speculation I collated the running titles of *Whist.2.3* and found many from gatherings A and B are used again later in the book. That suggests that A and B were printed by Mechell in a reasonably continuous printing operation.

The sheet also has other changes in the press—changing "second edition" on the title page to "third edition" and the page numbers from *5–*10 to 11–16.



the GAME *of* WHIST. *5

make him revoke) or to call the Suit which he would have him play from; which done, it ſhall then be in the Option of the Perſon called upon, either to name the Suit he chooſes to have led, or to deſire his Partner to lead as he pleaſes; but in Caſe he names a Suit his Partner muſt play it.

2. No Revoke to be claim'd till the Trick is turn'd and quitted, or the Party who revoked, or his Partner, have played, again.

3. If a Revoke happens to be made the adverſe Party may add 3 to his Score, and the revoking Party, provided they are up, notwithſtanding the Penalty, muſt remain at 9; The Revoke takes place of any other Score of the Game.

4. If any Perſon calls at any Point of the Game, except 8, either of the adverſe Parties may call a new Deal; and they are at liberty to conſult each other whether they will have a new Deal.

6. After the Trump-Card is ſeen no Body ought to remind his Partner to call.

6.

the GAME *of* WHIST. *5

make him revoke) or to call the Suit which he would have him play from; which done, it ſhall then be in the Option of the Perſon called upon, either to name the Suit he chooſes to have led, or to deſire his Partner to lead as he pleaſes; but in Caſe he names a Suit his Partner muſt play it.

2. No Revoke to be claim'd till the Trick is turn'd and quitted, or the Party who revoked, or his Partner, have played, again.

3. If a Revoke happens to be made the adverſe Party may add 3 to his Score, and the revoking Party, provided they are up, notwithſtanding the Penalty, muſt remain at 9; The Revoke takes place of any other Score of the Game.

4. If any Perſon calls at any Point of the Game, except 8, either of the adverſe Parties may call a new Deal; and they are at liberty to conſult each other whether they will have a new Deal.

5. After the Trump-Card is ſeen no Body ought to remind his Partner to call.

6.

the GAME *of* WHIST. 11

make him revoke) or to call the Suit which he would have him play from; which done, it ſhall then be in the Option of the Perſon called upon, either to name the Suit he chooſes to have led, or to deſire his Partner to lead as he pleaſes; but in Caſe he names a Suit his Partner muſt play it.

2. No Revoke to be claim'd till the Trick is turn'd and quitted, or the Party who revoked, or his Partner, have played, again.

3. If a Revoke happens to be made the adverſe Party may add 3 to his Score, and the revoking Party, provided they are up, notwithſtanding the Penalty, muſt remain at 9; The Revoke takes place of any other Score of the Game.

4. If any Perſon calls at any Point of the Game, except 8, either of the adverſe Parties may call a new Deal; and they are at liberty to conſult each other whether they will have a new Deal.

5. After the Trump-Card is ſeen no Body ought to remind his Partner to call.

6.

Figure 5: Three states of a leaf.
Left: *Whist.2.4*, early state with law 5 misnumbered "6" (Beinecke Rare Book and Manuscript Library, Yale University). Center: *Whist.2.4*, later state with correction. Right: *Whist.3*, changing page number from *5 to 11.

With *Whist.3*, Hoyle's popularity became apparent to the Irish reprinters. George Ewing published *Whist.3.1*, which he called a "fourth" edition, advertising it as "This Day is published" in the *Dublin Gazette* of 2 April 1743. Hoyle's name, not present on the London piracies, appears on the title page. *Whist.3.1* is the first Irish edition, with text from *Whist.3*, as evident from the 25 laws of whist, not 24 as in *Whist.4*. Ewing was following a convention of increasing the London edition number by one to make his book seem more current. Ewing issued *Whist.3.2* later that year, calling it a "fifth" edition. Although Julian Marshall states that the text is taken from *Whist.4*, in fact it is again from *Whist.3* with 25 laws.[37]

The bibliographers' suggestion that all of the Irish editions are piracies is a bit harsh.[38] The English Parliament consciously rejected any attempt to apply the Statute of Anne to Ireland. One effect was to send Irish writers to London where their copyright would be respected. Another was that Dublin printers were legally free to reprint London editions, so long as the books were not resold back in England. Though the London trade complained frequently about damage from Irish reprinters, the result was more lost sales in Ireland than in England.[39]

[37] Marshall, "Books on Gaming" in *Notes and Queries* 7th ser., 8 (5 October 1889): 263.
[38] For example, Rather and Goldwater, 3 (item 11).
[39] For a full discussion, see Mary Pollard, *Dublin's Trade in Books, 1550–1800* (Oxford, Clarendon Press, 1989).

Cogan in Chancery

By the end of March 1743, Cogan had advertised and published *Whist.2.3*, *Whist.2.4*, and *Whist.3*, as well as the separate *Laws of Whist*. He differentiated his works from the piracies by adding slightly to the text and by paying Hoyle to sign genuine copies. His final response to the pirates was litigation. He hired the solicitor John Reyner and sought an injunction in the Court of Chancery.

Booksellers did not rely on the 1709 Statute of Anne as the legal tool to fight piracy. The reasons are many, but one of the most important was the inadequacy of damages.[40] A pirate who violated the act would have all unsold books confiscated and be fined one penny per sheet, half going to the copyright owner and half going to the crown. At six octavo sheets, the fine for *Whist.2.1* would be 6d a copy, or £12 10s for a print run of 500 copies. *Whist.2.2* was a sheet and a half, so the fine would be just over £3. In both cases only half the fine would go to Cogan, hardly compensation for the £105 he paid Hoyle for the copyright.

With adequate damages unavailable in the common law courts, victims of literary piracy typically sought equitable relief in the courts of Chancery, which had the power to enjoin a defendant from selling a pirated work. They could also award court costs to a prevailing party or require a defendant to disgorge profits. This is not to say that Chancery provided a perfect solution. Neither the law courts nor Chancery provided for compensatory damages—what Cogan might reasonably have earned absent the piracy.

Cogan's bill of complaint, filed 15 April 1743, survives, and has until now escaped the attention of Hoyle researchers.[41] It is in all respects typical for a copyright infringement suit of the time. Cogan alleges that Hoyle registered *Whist* with the Company of Stationers and then sold the rights to Cogan. Cogan names nine defendants who printed or sold the work without his consent. He waives the penalties under the Statute of Anne, and seeks an injunction and an accounting of defendants' profits. Lastly, Cogan seeks to compel discovery from the defendants.

It is remarkable that Cogan waited more than two months from the appearance of the piracies to file the complaint. Perhaps Cogan hoped to resolve the matter without recourse to the courts, as the complaint indicates ongoing discussions between Cogan (referred to as "Orator" below) and the defendants ("Confederates"):

[40] For an excellent recent account of copyright suits in seventeenth- and eighteenth-century England, see H. Tomás Gómez-Arostegui, "What History Teaches Us About Copyright Injunctions and the Inadequate-Remedy-at-Law Requirement," *Southern California Law Review* 81 (2008): 1197-1280. The article discusses the Statute of Anne (1218–19), bills of complaint (1225–28), and suggests that another major reason for preferring Chancery suits was the inadequacy of discovery in actions at law (1270–71).

[41] *Cogan v Chapelle.*

> And the said Confederates still threaten they will print other Editions of your Orators said Book or of some part thereof and publish and sell the same though your Orator hath by himself or Agents forbad them so to do And your Orator charges that the said Confederates sometimes deny your Orator's Right to the said Book or to the printing and publishing thereof and claim a Title thereto themselves or set up some Title in others or else protest that if your Orator is the proprietor thereof that they have a Right to print the same and that therefore they will proceed in the printing publishing and selling thereof notwithstanding your Orators said Right[42]

Cogan names as defendants seven booksellers: Henry Chapelle, Thomas Trye, William Owen, Ann Dodd, John Hinton, Henry Cook, and John Duncan; and two printers: James Mechell and James Watson. Watson is not, of course, the eminent Edinburgh printer, but one of low repute from London. The booksellers were merely distributors—I shall focus on the printers.

We have seen the name Mechell before—an ornament in *Whist.2.3* identifies him as the printer of the first Cogan edition of Hoyle. It was thus Mechell, Cogan's own printer, who was responsible for the piracy *Whist.2.1*! Cogan gave Mechell the copy text for *Whist.2*, but Mechell printed the piracy and distributed it to the defendant booksellers before releasing *Whist.2* to Cogan. It is now clear why *Whist.2.1* contains the reconsidered calculations intended for *Whist.2*, but lacks the great additions of *Whist.2.3*, which was not published until weeks later. Although Mechell printed both, *Whist.2.1* and *Whist.2.3* were different in all respects: format, type, ornaments, and pagination.

In light of this story, we can more fully appreciate the irony in the Letter from a Gentleman (presumably penned by Mechell) included in the piracies:

> Accordingly I applied to a *Stationer*, who offered to make me a Present of half a Hundred of them, provided I would allow him to print a few more for his own Use.

Mechell did indeed print a few more for his own use. It seems odd that Cogan's Chancery complaint does not set out how Mechell came to acquire the text—he must have known the full story.

It is clear that James Watson printed *Whist.2.2*, although how he obtained the text is unknown. Perhaps he purchased a copy of *Whist.2.1* from one of the defendant booksellers. Watson was one of many to hide his identity with the false Webb imprint, but often he did not hide it very effectively. For example, he published an annual *Court Kalendar*, which included advertisements for his other publications. In the 1744 edition, the list of books "printed and sold by J. Watson

[42] Ibid.

in Wardrobe-Court, Great Carter-Lane" includes *Vernon's Glory* (1740) and *The New Ministry* (1742) both of which are "printed for W. Webb."[43]

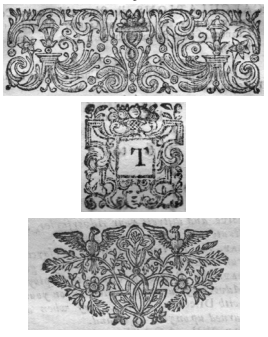


Figure 6: Ornaments of James Watson used in *Whist.2.2* (scale varies).

That it was Watson who used the Webb imprint to pirate Hoyle is evident from the three ornaments used in that piracy. The headpiece in *Whist.2.2* also appears in two editions of *Vernon's Glory*. The factotum appears in *The New Ministry* and *Vernon's Glory* as well as in two volumes of *Conjugal Duty* ("printed and sold by J. Watson"). The tailpiece appears in two editions of Watson's *Court Kalendar*.

With Mechell identified as the printer of *Whist.2.1* and Watson as the printer of *2.2*, the Hoyle pirates are unmasked. As we shall see, the Chancery suit was resolved within two months.

Subsequent Cogan publications of Hoyle

On 28 June 1743, Hoyle and Cogan registered a second title at Stationers Hall, *A Short Treatise on the Game of Back-Gammon*.[44] The financial arrangement between Hoyle and Cogan for *Back-Gammon* and later treatises is unknown. The next day, Cogan began to advertise the work along with a "fourth" edition of *Whist (Whist.4)*. He continued to advertise the *Laws of Whist*.[45]

The advertisement replaces the equivocal language "authorized as revised and corrected under his own Hand" with language that is completely clear about Hoyle's signature:

> The Author has thought proper to inform the Publick (to prevent their being impos'd on by Pyrates) that no Copies of these Books are genuine, but such as are sign'd by him.

Similar language appears in the backgammon treatise over Hoyle's signature. A note with the older "under his own hand" language appears with Hoyle's signature in *Whist.4*.

The end of the advertisement announces the outcome of Cogan's suit in Chancery and offers a reward for the successful prosecution of other pirates:

[43] *The Court Kalendar*. (London: Ja. Watson, 1744). The advertisements follow page 157.
[44] Not 18 June, as noted by Marshall. "Books on Gaming" in *Notes and Queries* 7th ser., 8 (14 September 1889): 201. This is one of only two copyrights Cogan entered into the register of books at Stationers Hall. The other is for *A Short Treatise on the Game of Piquet*, also jointly entered with Hoyle on 11 January 1744.
[45] *London Daily Post and General Advertiser*, 29 June 1743.

> The Proprietor has already obtained an Injunction against Nine Persons for pirating, or selling pirated Editions of one of them; and if any Person will give Notice of his buying a pirated Edition, or of any Persons printing one, he shall receive Five Guineas on the Seller's, and Ten Guineas on the Printer's being convicted thereof, from the Proprietor.

The same advertisement appeared in a note "To the Reader" at the end of *Backgammon*.

In fact, the defendants in *Cogan v Chapelle* did not contest the injunction, as we learn in a circuitous way. Cogan was a victim of piracy again, suing Edward Cave for reprinting Eliza Haywood's *Memoirs of an Unfortunate Young Nobleman* in Cave's *Gentleman's Magazine*.[46] Cogan filed the complaint on 11 June 1743, employing the same attorney, John Reyner, who had represented him in *Cogan v Chapelle*. After obtaining an injunction in *Cogan v Cave*, Cogan disputed the amount of legal fees he owed Reyner and the dispute continued into March 1745. The court ordered an accounting of fees, noting:

> [Cogan] being a Book Seller employed the said Mr Reyner some years since as his Solicitor & particularly in a Cause against Chappelle [sic] and Mechell & others (being Booksellers & printers) for pirating a Book of the plaintiffs but an agreement was made between the Plaintiff & Defendant in that suit that all proceedings should stay on the said Defendants paying the said Reyner his Bill of Costs & he received from the Defendants being eight in number two Guineas each for the same.[47]

Thus, the *Chapelle* defendants agreed to an injunction and eight of the nine paid a portion of Cogan's legal fees. The stay of the proceedings explains why there are no pleadings in *Cogan v Chapelle* other than the initial complaint. Nonetheless, the case is cited as precedent in the 1761 Chancery action, *Dodsley v Kinnersley*: "This Court has protected books which did not so well deserve it; as Hoyle's Games of Whist, &c."[48]

By June, the piracies of Hoyle were at an end. Hoyle continued to sign every copy sold, both because he was being paid to do so and because Cogan could continue to exploit the autograph for marketing purposes.

In late 1743 and into 1744, Cogan published new gaming treatises by Hoyle: *An Artificial Memory* and *A Short Treatise on the Game of Piquet*. Cogan advertised

[46] *Memoirs* is attributed to Haywood and Cogan by Patrick Spedding, *A Bibliography of Eliza Haywood* (London: Pickering & Chatto, 2004), 382–91 (entry Ab.57).

[47] *Cogan v Cave*, Order: Counsel Fees (14 March 1745). TNA: PRO C33/383 f 215v–216r.

[48] *Dodsley v Kinnersley* is reported in *Ambler's Chancery Reports* (1761): 403 and holds that a magazine extract of a Samuel Johnson work was a fair abridgement and not a piracy. Just as Reverend Newton finds Hoyle less worthy than Milton (see text accompanying note 13), the court prefers Johnson to Hoyle.

those works along with *Whist.4*, the *Laws of Whist*, and *Backgammon* until 14 April, 1744.[49] Six months later, Cogan published a final Hoyle title, *A Short Treatise on the Game of Quadrille*.[50] I have not been able to identify the printer for *Memory*, *Piquet*, or *Quadrille*, although typography and ornaments indicate that the latter two were printed in the same shop.

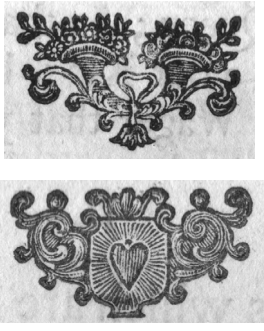


Figure 7: Tailpieces of James Mechell that appear both in the *Whist.2.1* piracy and the authorized *Whist.5*.

In 1744, Cogan also published a "fifth" edition of *Whist*, probably at the same time as *Quadrille*—the advertisements for *Quadrille* also offer *Whist* at two shillings, but unlike earlier advertising copy, no edition is specified.[51] The printing of *Whist.5* presents a final twist in the tale. Two tailpieces used in *Whist.5* appear earlier in Hoyle's work in a most surprising place—*Whist.2.1*, the piracy by James Mechell. I can think of only three possible explanations. First, the woodblocks from *Whist.2.1* migrated from Mechell's shop to that of the printer Cogan happened to use for *Whist.5*. Second, *Whist.5* is another piracy printed by Mechell. Third, Cogan hired Mechell to print *Whist.5*. The first possibility seems remote. The second would be plausible if *Whist.5* were not autographed by Hoyle, and indeed the only copy known to Julian Marshall, that at the British Museum, was not.[52] But other signed copies survive and the autographs appear to be authentic. The final explanation seems the most likely, and it is characteristic of Cogan's financial difficulties that he would consider working with the pirate who formerly injured him. Cogan must have hired James Mechell to print *Whist.5*.

By 1745 Cogan's finances were desperate and he began to sell copyrights and books to raise capital. He sold the Hoyle rights to the more successful Thomas Osborne, who began advertising new editions of Hoyle's works in October.[53] I had hoped to find evidence of the transaction in the catalogues of the frequent auction sales conducted by London book trade.[54] Indeed Cogan sought to raise capital

[49] *An Artificial Memory* was first advertised in the *General Evening Post*, 17 November 1743 and *Piquet* in the *Daily Post*, 12 January 1744. Following the 14 April 1744 advertisement in *Old England or The Constitutional Journal*, Cogan stopped the Hoyle advertisements for more than six months.

[50] *Daily Post*, 31 October 1744.

[51] The final Cogan advertisement for Hoyle appeared on 26 January 1745 in *Old England or The Constitutional Journal*.

[52] The unsigned copy is now at the British Library, shelf mark D-7913.a.42.(1.). See Marshall, "Books on Gaming" in *Notes and Queries* 7th ser., 8 (14 September 1889): 200–201.

[53] The *London Evening Post* for 26 October 1745 advertises Osborne's "sixth" edition of *Whist*, expanded to include the text of *An Artificial Memory*, as well as new editions of *Piquet*, *Quadrille*, *Backgammon* and *The Laws of Whist*.

[54] For a full discussion of the trade sales, see Terry Belanger, "Booksellers' Sales of Copyright: Aspects of the London Book Trade 1718–1768," (PhD diss., Columbia University, 1970).

by selling a small number of copyrights at a 10 September 1745 sale. The sale realized a mere thirty pounds. Eighteen of the twenty-eight lots went unsold and Cogan himself was the purchaser of two of them, suggesting his dissatisfaction with the hammer price. The rights to Hoyle were not included in the sale—the transaction with Osborne must have taken place privately.[55] Osborne was to prove much more successful as the holder of the Hoyle copyright, publishing "sixth" through "fourteenth" editions during Hoyle's lifetime.

A bankruptcy commission was appointed against Cogan in May 1746,[56] and in July there was a second auction of his books and copyrights, this time for the benefit of his creditors. The sale realized £150 for all of his remaining copyrights.[57] Unfortunately, the case file of the Cogan bankruptcy has not survived, so it is impossible to know to what extent the Hoyle debacle contributed to his difficulties. A certificate of bankruptcy was awarded in August[58] and Cogan resumed his trade with no greater success. He was bankrupt again in 1752 and died in 1753.

Conclusion

It is clear that the piracies were a short-lived phenomenon. They first appeared in February 1743 and the pirates agreed to stop selling them by June. Cogan might have put an end to them even more quickly had he not waited until mid-April to begin his action in Chancery. The piracies were a disaster for him, forcing him to meet the pirates' price and making it impossible for him to recoup the sum he overpaid Hoyle for the copyright. It is not clear that the piracies hurt Hoyle at all. With the 100 guineas in hand, Hoyle gained additional notoriety from the piracies and earned an additional two pence for signing each copy of his book.

Hoyle and his writings have remained part of literary and gaming culture for more than two and a half centuries. Yet the story of his first work and its piracies has until now been hidden in archives, newspaper advertisements, and contemporary fiction as well as the few copies of the complex and charming books that survive. The complexity is evident in the two versions of the Webster

[55] *A Catalogue of Books, in Quires; Together with Some Copies and Shares of Copies: which Will be Sold by Auction, to a select Number of the Booksellers of London and Westminster, at the Queen's Head Tavern in Pater-noster-Row, on Tuesday, September the 10th, 1745*. Bodleian Library, John Johnson Collection, Trade Sale Catalogue vol. (105a). I was also unsuccessful in finding evidence of the Cogan-Osborne transaction in the Upcott collection of assignments between English authors and publishers. British Library, Add ms., 38728–38730.

[56] *Docket Book 1744 to 1748*, TNA: PRO B4/12 p. 274.

[57] *A Catalogue of Books, Bound and in Quires; With Copies and Shares of Copies: (Being the Stock of Mr. Francis Cogan, a Bankrupt:) Which will be sold to the Booksellers of London and Westminster, at the Rose-Tavern without Temple-Bar, on Thursday the 10th Day of July, 1746*.The Bodleian Library, John Johnson Collection, Trade Sale Catalogue vol. (108).

[58] *Certificate Book 1733–1751*, TNA: PRO B6/1 p. 158.

piracies and the two versions of Cogan's "second" edition. While *Whist.2.3* is straightforward, *Whist.2.4*, composed of leaves from *Whist.1* and *Whist.3*, is one of the strangest books I have ever seen. The charm comes from Hoyle's signature, a lasting legacy of the piracies.