

ARTICLES OF AGREEMENT OF THE FIRST
THEATRICAL COMPANY IN AMERICADATED CALLAO, JUNE 28, 1599
(TRANSLATION)

Let it be known to all who may see this document, that we, Francisco Perez de Robles and Isabel de Los Angeles, his wife, and Andres Gonzales and Miguel de Burgos and Juan Chrisostomo and Bernardo Martinez and Luis de Mayorga and Bartholome Suarez, comedians, are at present resident in this port of Callao of the City of the Kings, with license and express consent; that I, the said Isabel de Los Angeles, do ask and demand the said Francisco Perez de Robles to make and grant this contract; and I, the said Francisco Perez de Robles, do give and concede it to the said Isabel de Los Angeles, my wife, in accordance with and in consequence of that which is asked of me by her, which I promise to revoke neither now nor at any time whatsoever; and in accordance with it we all eight jointly, together and separately do agree and recognize by this present document that we shall form and act as a troupe, one with another and together, for the time and space of three years which shall run and be counted from the said present day, for the performance of comedies as well in this City of the Kings as in the rest of the districts where it seems to our interest. The aforementioned we will perform as a company with the following conditions and interpretations, penalties and conventions:

Firstly, it is a condition that we place as capital all the costumes and ornaments with which the said comedies are presented, which belong to the said Francisco Perez de Robles, a member of the company, and which we assess and value at six hundred and sixty-eight current pesos at eight reals each peso; and that such a sum shall be deducted as the comedies are presented, taking from each comedy a part for the said costumes in conformity with the entrance fees that come from each comedy, until the said Francisco Perez de Robles, our companion, is completely recompensed for the said sum of six hundred and sixty-eight pesos of eight reals.

Item, it is a condition that, deducting first and before all else from the full income that which this company is obliged to pay to the actors, there shall be made a division of the money that is collected for each comedy as was agreed, in such a manner: to the costumes, one part; to the said Francisco Perez de Robles another part; to the said Isabel de Los Angeles a part and a half; to the said Miguel de Burgos one part; to Bernardo Martinez one part; to the said Juan Chrisostomo another part; to Bartholome Suarez a half part; to Luis de Mayorga a part and a quarter for him and his wife, and it is understood that the half part shall be for his said wife, and it shall run from the day that their performances begin if it be sufficient for the said performance.

Item, it is declared that this company obligates itself to pay the musicians according to a contract made in Chuquiago, which is in the possession of Manuel Rodrigues de Azevedo, which shall be paid by all this company jointly and together and by each one of them *in solidum*; and they exempt the said Andres Gonzales from his share of the obligation to pay the said musicians.

Item, it is a condition that this company obligates itself to pay to Francisco de Meneses a sum which appears to be owing him by a contract made in the City of the Kings by Andres Gonzales, which all this company jointly and each one *in solidum* will pay in accordance with and in such a manner as they are obligated by it on the date agreed.

Item, it is a condition that from the gross receipts of the money that this company makes from each comedy there shall be taken a quarter part, in addition to those declared, that shall be given to the said Francisco Perez de Robles for the care that he shall have taken in seeing that everything necessary to the comedies is provided for.

Item, it is declared that all the costumes included in the inventory that have been assessed at the said six hundred and sixty-eight pesos, are to be held in the possession of the said

Francisco Lopez (sic) de Robles, which we place as the chief assets of this company so that once the full six hundred and sixty-eight pesos are paid all the members of the said company as individual parties shall keep and retain the said costumes.

Item, it is a condition that the said three years of this company having elapsed each one of us may sell that part of the said costumes, which belongs *pro rata* to him, to whom he pleases and as he sees fit.

Item, it is a condition that, if any one of us the above-mentioned shall wish to leave and withdraw from this company and not comply with that contained in this document and its conditions, he shall be pressed by all the rigor of law; and we obligate ourselves to pay two hundred pesos of current money which, should he not fulfill his duty, shall be applied to the redemption of captives, and for which, should it not be restored, we hold ourselves liable; and whatever he does to the contrary, we shall nevertheless keep and comply with this document.

Item, it is a condition that if it be necessary and seem right to expel any companion it shall be done by paying him for what he has performed, and if it be necessary to take on another companion it shall be in this form and manner.

Item, it is a condition that, if during the term of this company any one of us should owe any sum of money to another companion, he may not be imprisoned nor exacted for it.

With which said conditions and declarations above referred to we do make and form this said company in the tenor of that contained above for the said term of the said three years, and we promise and do obligate ourselves to keep and comply with its conditions in accordance with and in such a manner as conforms with them and each of them, and that we will not go against nor twist the meaning of that which is said, and for the performance and payment of that which is stated we pledge our persons and goods, those we now hold or may hold, and we do give and grant our complete power to all and any judges or

justices of His Majesty of any jurisdiction whatsoever, civil or privileged, which together and separately we submit so that they may force us as though by the sentence of a competent judge rendered against us and passed into a matter adjudged; with regard to which we renounce our proper *fuero*, jurisdiction, domicile, district, and the law *sit convenerint de jurisdictione omnium judicum* and all other laws, *fueros*, and rights in our favor, especially the law which says that the general renunciation of laws made is not valid; and I, the said Isabel de Los Angeles, renounce the laws of emperors Justinian and Velleianum *senatus consultus* and the new constitution and laws of Toro and the advantage thereof, having been advised and warned of their effect by the present notary public; of which I, the said notary public, do certify that this instrument was drawn up in the said port of Callao of the City of the Kings on the twenty-eighth of June, 1599, and that the said negotiating parties, whom I the said public notary certify that I know, did sign, except the said Isabel de Los Angeles who did not sign because she did not know how, and at her request one of the witnesses signed for her.

Witnesses: Pedro Salcedo de Salinas and Antonio Zamudio and Balthasar Seran.

Francisco Perez de Robles—Andres Gonzales—Bernardo Martinez—Francisco Hurtado—Luis de Mayorga—Bartholome Suarez—Miguel de Borgos—At the request of the actor Pedro Salcedo de Salinas—Before me, Julián Bravo, public notary.

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